

ExxonMobil
Environmental Services Company
3225 Gallows Road
8B-1921
Fairfax, VA 22037

Steven P. Anastos
Project Manager



July 29, 2013

Via Email and UPS Overnight

Keith Olinger, SFD-7-5
United States Environmental Protection Agency, Region IX
Superfund Division
75 Hawthorne Street
San Francisco, CA 94105
415-972-3125

**Re: Omega Chemical Corporation Superfund Site
U.S. EPA Supplemental Request for Information**

Dear Mr. Olinger:

Exxon Mobil Corporation (hereafter "ExxonMobil") strongly objects to the three additional requests for information ((Mobil Exploration & Producing U.S. Inc (May 16, 2013); ExxonMobil Environmental Services Company (May 16, 2013); and ExxonMobil Foundation (May 20, 2013)) related to the Omega Chemical Superfund Site ("Omega" or the Site"). As you know, in 2005 ExxonMobil participated in a deminimis settlement with the US Environmental Protection Agency (EPA) for the referenced Site which included releases from the Site.

Additional information was requested by the EPA in three separate 104(e) requests for information dated July 2011, August 2012 and January 2013 for information related to specific properties located hydraulically down-gradient from the Site, specifically 10607 and 10629 Norwalk Boulevard and 10623 and 10628 Fulton Avenue, Santa Fe Springs, CA (the "Property"). In October 2011, October 2012 and February 2013, Exxon Mobil responded to those requests, respectively, with all available and relevant information.

Notwithstanding, this letter and its attachments constitute the response of ExxonMobil to the May 2013 Section 104(e) information request (the "Request") that EPA sent to ExxonMobil Foundation in connection with the Site. That Request was received by Exxon Mobil in May 2013. Thank you for extending the due date for this submittal until July 29, 2013.

GENERAL OBJECTIONS

This Request is overly broad and unduly burdensome and seeks information that is irrelevant and not calculated to lead to information that can legally be obtained under Section 104(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and therefore exceeds EPA's statutory authority under CERCLA. Section 104(e) of CERCLA grants "[a]ny officer, employee, or representative of the President, duly designated by the President..." the right to seek information under Section 104 (e)(2) through (4) of CERCLA. EPA has been designated by the President. Section 104 (e)(2) allows EPA to seek the following information:

- A. The identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a vessel or facility or transported to a vessel or facility.
- B. The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility.
- C. Information relating to the ability of a person to pay for or to perform a cleanup.

EPA may also enter "[a]ny vessel, facility or establishment, or other place or property...." and take samples. 42 U.S.C. § 9604(e)(3). Similarly, EPA may inspect such locations and take samples. However, Section 104(e)(1) indicates that EPA's authority under 104(e) "may be exercised only for the purposes of determining the need for response, or choosing or taking any response action under this subchapter, or otherwise enforcing the provisions of this subchapter." 42 U.S.C. § 9604(e)(1).

Thus, while EPA may require the submission of relevant information for the appropriate purposes, its authority is not unlimited. Even EPA's enforcement rights are limited. EPA may ask the Attorney General to commence a civil action to compel compliance with a 104(e) request, but, by statute, the court can only direct compliance with a 104(e) request if "there is a reasonable basis to believe there may be a release or threat of a release of a hazardous substance." 42 U.S.C. § 9604(e)(5)(B). Even then, it cannot do so if "under the circumstances of the case the demand for information or documents is arbitrary and capricious, an abuse of discretion, or otherwise not in accordance with law." 42 U.S.C. § 9604(e).

ExxonMobil, as set forth in the following pages and the attachments hereto, is providing to EPA the information readily available to ExxonMobil. Moreover, ExxonMobil is willing to provide any additional specific information requested by EPA in compliance with CERCLA to the extent that it is relevant and reasonably available. However, both Exxon Mobil's response and any future information it may provide are subject to the following objections (hereafter the "General Objections"):

1. ExxonMobil objects to the Request to the extent that it seeks information beyond what is authorized by Section 104(e).
2. ExxonMobil asserts all applicable privileges and protections it has with regard to EPA's enumerated inquiries including the attorney-client privilege, the attorney work product doctrine, and materials generated in anticipation of litigation, and has attempted to exclude such materials from this response. As a result of providing any of the documents or information included in its response to EPA's request, ExxonMobil does not waive any privilege, including attorney work product protection, that may apply to any documents or information concerning the same subject matter which are privileged, confidential or subject to attorney work product protection. In addition, ExxonMobil asserts all applicable privileges for materials which are proprietary, company confidential, or trade secret.

3. ExxonMobil objects to any requirement to produce documents or information already in the possession of a governmental agency, documents available through the public domain, documents previously provided to EPA or general industry practices. Such requirement is duplicative and, therefore, unnecessary and burdensome.
4. ExxonMobil disavows any obligation to supplement these responses on an ongoing basis. CERCLA Section 104(e)(2) authorizes EPA to require submission of information upon reasonable notice. ExxonMobil has previously provided all relevant information to EPA within ExxonMobil's October 2011, October 2012 and February 2013 104(e) responses. Notwithstanding the foregoing, if more information is desired, ExxonMobil is willing to provide additional information if specifically requested by EPA in the future and in compliance with CERCLA provided that the information is relevant, reasonably available, has not already been provided, and is not otherwise subject to these objections.
5. Under CERCLA Section 101(14), the term "hazardous substance" is defined to exclude petroleum, including crude oil or fractions thereof. ExxonMobil has not discovered any evidence that it generated, treated, stored or disposed of materials other than petroleum at the Property.

Notwithstanding and without waiving these objections, and subject to them, ExxonMobil has prepared this response based upon the information available to it. Where questions or definitions are vague, ambiguous, overly broad, unduly burdensome, or beyond the scope of EPA's authority pursuant to Section 104(e) of CERCLA, ExxonMobil is making appropriate and reasonable efforts to provide responsive information based on ExxonMobil's interpretation of the Request. To the extent that information submitted herein is not required by law or is otherwise outside the scope of EPA's 104(e) authority, that information is voluntarily submitted. ExxonMobil waives no rights or protection of information it voluntarily submits.

RESPONSES

Subject to the foregoing, ExxonMobil provides the following responses:

1. **State the full legal name, address, telephone number, positions(s) held by, and tenure of, the individual(s) answering any of these questions on behalf of ExxonMobil Foundation concerning the property and facility and/or facilities formerly located at 10607 Norwalk Boulevard, Santa Fe Springs, California and/or the addresses identified in this Question Number 1 (the "Property"). EPA information indicates that Mobil Foundation, Inc., predecessor to ExxonMobil Foundation, owned the Property from March 23, 1988 to March 26, 2001. For purposes of this Request for Information, in addition to 10607 Norwalk Boulevard, the Property also includes the parcels designated with current Assessor's Parcel Numbers 8009-025-067, 8009-025-069, and 8009-025-070 and/or former Assessor's Parcel Number 8009-025-008. EPA information indicates that ExxonMobil Oil Corporation and/or its predecessors owned and operated on property with the following current street addresses: 10623 Fulton Wells Avenue, Santa Fe Springs, CA; 10628 Fulton Wells Avenue, Santa Fe Springs, CA; and 10629 Norwalk, Santa Fe Springs, CA.**

Ramon Echevarria

Exxon Mobil Corporation
800 Bell Street
Houston, TX 77002-7497
Office: (713) 656-4486

Steven P. Anastos
ExxonMobil Environmental Services Company
3225 Gallows Road
Fairfax, VA 22037
Office: (703) 846-3393

- 2. State whether ExxonMobil Foundation is a current or prior owner or operator of any wells, piping, tanks, or any other type of equipment located at the Property. If so, for the entire period that you owned and/or operated at the Property or any portion thereof, provide the dates of ownership and/or operation, and the type of operations that occurred. As part of your response, provide copies of environmental documents, leases, rental agreements, access agreements, or other agreements made with parties associated with these operations.**

To the best of our knowledge, ExxonMobil Foundation was never an owner or prior operator of any oil production wells on the Property.

Attachments EMOMG 00278-722 and EMOMG 1031-1317 provide property transaction information.

- 3. Identify all individuals or entities known to have operated at the Property or any portion thereof, including the operation of any wells, piping, tanks, or any other type of equipment located at the Property. As part of your response, include any information known regarding solvents and any other chemicals or substances used and wastes generated in these operations.**

See response #2 in ExxonMobil's 104(e) response dated February 26, 2013 and response #2 above. Besides ExxonMobil, other operators known to have operated at the Site include the Hathaway Company and the Pyramid Oil Company.

ExxonMobil has made an extensive search of historical records but did not locate any responsive documents or information related to any solvents, hazardous chemicals or products used in operations.

Relative to waste generation on the property, during May 1994, soil treatment was initiated in two bioremediation cells on the Site. Soil in the bioremediation cells was derived from properties in the Mobil operated Santa Fe Springs Oil Field including Jalk Fee (720 yd³), DeWenter/Jordan/Green (23,000 yd³), Baker/Humble (8,950 yd³) and Oil Well 732-C (1,600 yd³). During December 1995, closure confirmation soil samples were collected from the cells. Closure of the bioremediation cells was received from the Regional Water Quality Control Board, Los Angeles Region in a letter dated April 9, 1997. A copy of the closure letter and the Third Quarter 1994 Monitoring Report for Land Treatment are attached for you review (Attachment EMOMG 00983 and 00961-00979).

- 4. Identify all individuals or entities known to have owned any active or inactive wells, piping, tanks, or any other type of equipment located at the Property during your ownership.**

See response #2 in ExxonMobil's 104(e) response dated February 26, 2013 which describes chronologically the installation and subsequent sale of oil production wells on the Property. To summarize, ExxonMobil (General Petroleum of California) was a prior owner and operator of three oil production wells (Jalk 111, Jalk 112, Jalk 113) on the Property. The wells were sold to the Hathaway Company in 1949 (Jalk 111), 1939 (Jalk 112) and 1958 (Jalk 113). Hathaway was the only known operator of wells on the Property during the Foundations ownership.

- 5. Have you ever used, manufactured, produced, or generated any hazardous substances, materials or waste in the operations at the Property? If your answer is anything other than an unqualified "no" for the entire period since you operated at or owned any equipment at the Property or any portion thereof, provide a complete description of such use, manufacture, production or generation of all such substances, materials and wastes, including the following:**

- a. The trade or brand name, chemical composition, and quantity used for each chemical or hazardous substance, and the relevant Material Safety Data Sheet for each product, and its period of use;
- b. A description of the process in which the hazardous substance is or was stored, used, manufactured, generated or produced (including any current or discontinued processes);
- c. The location(s) where each chemical or hazardous substance is or was used, stored and disposed of. In addition, identify the kinds of wastes (e.g., hazardous materials, spent solutions, tank bottoms, scrap metal, solvents, waste water), quantities and methods of disposal for each chemical or hazardous substance;
- d. A description of the waste streams from any process in which any such hazardous substance is or was used, manufactured, generated, or produced;
- e. Copies of any permits for storage, treatment, or disposal of any waste stream from any process in which any hazardous substance is or was used, manufactured, generated, or produced; and
- f. Copies of all manifests governing hazardous substances generated by your operations at the Property.

Exxon Mobil has made an extensive search of historical records and has not located any responsive documents or information related to any hazardous chemicals, substances, or products used in operations.

- 6. At the time of the transfer of the Property from Mobil Oil Corporation to Mobil Foundation, Inc., describe the environmental condition of all portions of the**

Property. As part of your response, describe any contamination and/or hazardous substances present at each identified portion of the Property at the time of its transfer, and any evidence suggesting the possible presence of contamination and/or hazardous substances; and provide copies of any and all documents related to the environmental condition of the Property at the time of transfer, including technical reports, appendices and lab reports.

ExxonMobil has made an extensive search of historical records and has not located any responsive documents or information related to the Property condition at the time of transfer (March 1988) to the Mobil Foundation.

ExxonMobil's 104(e) response dated October 24, 2011 included numerous environmental reports and agency response letters on a CD that describe environmental conditions at the Property after the date that the Property was transferred to the Foundation.

7. **EPA information indicates that in the early-to-mid 1990's consultants Levine-Fricke and McLaren/Hart Environmental Engineering Corporation conducted subsurface investigations at the request of Mobil Exploration & Producing U.S. Inc. at the Property. Describe how Mobil Exploration & Producing U.S. Inc. became involved with the Property, whether it was on behalf of ExxonMobil Foundation or an affiliated entity, the dates of its involvement, and what type of operations it conducted at the Property (i.e., oil production-related activities, remediation, etc.).**

General Petroleum of California, installed three oil production wells on the Property in 1928. The oil production wells were sold to the Hathaway Company in the 1949 (Jalk 111), 1939 (Jalk 112) and 1958 (Jalk 113). Operations at the Property were related to oil production.

General Petroleum Corporation was merged into Socony Mobil Oil Company, Inc. (now ExxonMobil Oil Corporation) on December 31, 1959.

Mobil Exploration & Producing U.S., Inc. (MEPUS) was formed as a wholly-owned subsidiary of Mobil Corporation on March 3, 1987 to provide administrative and operational services related to the exploration of oil and gas. It is currently registered in 27 U.S. states (including California from May 18, 1987).

8. **Identify the individual or entity that authorized the investigation and preparation of a report prepared by Levine-Fricke for Mobil Exploration titled *Draft Subsurface Soil Investigation, Jalk Fee Property, 10607 Norwalk Boulevard, Santa Fe Springs, California*, dated December 6, 1991 ("1991 Subsurface Soil Investigation Report").**

ExxonMobil objects to this question as beyond the scope of US EPA's authority pursuant to Section 104(e) of CERCLA.

9. **Levine-Fricke's 1991 Subsurface Soil Investigation Report indicates that the eastern portion of the Property was leased at one time to a company that used solvents. Levine-Fricke states that this information was obtained during discussions with Mobil Exploration. Identify the company that operated at this portion of the Property, its dates of operation, and type of operations conducted.**

As part of your response, include any information known regarding solvents and any other chemicals or substances used and wastes generated in these operations.

ExxonMobil has made appropriate and reasonable efforts to provide responsive information. No information was located that identified any company that used any solvents on any portion of the Property.

ExxonMobil has made an extensive search of historical records and has not located any responsive documents or information related to any hazardous chemicals, substances, or products used in operations.

- 10. EPA information obtained from reports prepared by McLaren/Hart Environmental Engineering Corporation in 1994 and 1995 document treatment of contaminated soil at the Property. The reports indicate that soil was transported to the Property from the following properties: 1) Mobil Jalk Fee; 2) DeWenter/Jordan/Green; 3) Baker/Humble; and 4) Oil Well 732-C. Provide the following information for properties 2 through 4 (all except Mobil Jalk Fee):**

- a. Owner of the property;**
- b. Operator at the property at the time the soil was contaminated;**
- c. A description of the types of operations at each property;**
- d. All analytical data associated with the soil at each property; and**
- e. The dates that soil from the property was at the Mobil Jalk Fee site.**

ExxonMobil has made an extensive search of historical records but did not locate any responsive documents for the DeWenter/Jordan/Green, Baker/Humble or Oil Well 732-C properties as it relates to a) property ownership, b) operators at the time the soil was contaminated, or c) the types of operations at the properties.

ExxonMobil believes it was the oil and gas lessee of the DeWenter/Jordan/Green property. No additional information was located with regard to that property.

Attachments EMOMG 001279- 001317 contains analytical data and the dates that the soils were being treated at the Property.

- 11. Provide detailed information on the tanks and piping previously located in the southeastern portion of the Property. EPA information obtained from a 1991 subsurface soil investigation report prepared by Levine-Fricke for Mobil Exploration & Producing U.S. Inc. indicates that there were aboveground tanks in this part of the Property beginning in 1927. As part of your response, include the following information:**
- a. Figure(s) showing tank and piping locations;**
 - b. Contents of the tanks; and**

c. Ownership of the tanks and piping.

ExxonMobil's initial 104(e) response for the Property dated October 24, 2011 included historical aerial photographs that indicated the presence of above ground storage tanks (ASTs) in the southeastern portion of the site. No other information related to the ASTs was identified in our records search.

ExxonMobil has made an extensive search of historical records but did not locate any responsive documents, figures or information related to ASTs or piping in the southeastern portion of the site, the contents of the tanks, or the ownership of the tanks.

CLOSING STATEMENT

ExxonMobil has not operated at the Property in more than 50 years. No documentation has been located indicating that any spills of hazardous chemicals, substances, or products have occurred at the Property during ExxonMobil's operational period. If spills of hazardous chemicals, substances, or products had occurred at the Property during the ExxonMobil operating period, these spills would likely have attenuated over the past 50 years. Considering that ExxonMobil has previously participated in a de minimis settlement, including releases, ExxonMobil will vigorously oppose any further participation in the Omega remediation.

Please address further correspondence to our counsel, Ramon Echevarria whose address and telephone are included in response number 1.

Very truly yours,



Steven P. Anastos, P.G.
Project Manager
ExxonMobil Environmental Services Company

Pc: R. Echevarria, Exxon Mobil Corporation



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

Los Angeles Division
505 N. Brand Blvd., Suite 1200, Glendale, CA 91203
(818) 502-2700

MEMBER CALIFORNIA LAND TITLE ASSOCIATION

June 15, 2000

STEWART TITLE OF CALIFORNIA
505 NORTH BRAND, SUITE 800A
GLENDALE, CALIFORNIA

ATTENTION: RONNIE SANCHEZ

RE: YOUR NO. 99112462
OUR NO. 040034442

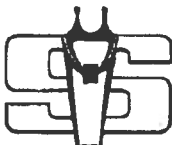
REQUIREMENT NO. 3 OF OUR PRELIMINARY REPORT DATED APRIL 17,
2000 IS HEREBY AMENDED TO READ AS FOLLOWS:

3. THE REQUIREMENT HATHAWAY COMPANY EXECUTE AND RECORD A
QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND
INTEREST, IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138
PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110
PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN
BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

SINCERELY,


JIMMY MORADA
TITLE OFFICER
SPECIAL PROJECTS DIVISION
LKH



Safetly of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

FAX TRANSMITTAL COVER SHEET

June 14, 2000

TO: Maureen Toomey 281) 423-6392

FROM: Veronica "Ronnie" Sanchez
DIRECT NUMBER: 818 546 3961
FAX NUMBER: 818 546 1374

NUMBER OF PAGES (Including this page): 2

RE: Escrow # 99112462 SANTA FE SPRINGS, CALIFORNIA

Copy of Amended Requirement No. 3 issued by Stewart Title of
California, Inc. dated June 15, 2000.

If you have any questions or problems with this facsimile transmission, please contact the sender.

If sending a fax, please be sure to include on your cover sheet the name of the person to whom you are sending the fax.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT. YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR. PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POST SERVICE. THANK YOU.

ESGROW

ID:818-5461374

MAY 12'00

15:58 No.015 P.02

040034442

REQUIREMENTS

1. THE REQUIREMENT THAT A " GRANT DEED" FROM JOHN B. AGEE, GRANTING ALL RIGHT, TITLE AND INTEREST, OF ANY NATURE, IN THE MINERALS IN SAID LAND, INCLUDING BUT NOT LIMITED TO THE INTEREST CREATED IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75, OF OFFICIAL RECORDS, AND THE LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OFFICIAL RECORDS, BE RECORDED.

SAID MATTER AFFECTS: THE LAND SHOWN IN SCHEDULE "A" AND ITEMS 5, 6, 7 AND 9

2. THE REQUIREMENT THAT MOBIL OIL CORPORATION, A NEW YORK CORPORATION SUCCESSOR IN INTEREST TO GENERAL PETROLEUM CORPORATION OF CALIFORNIA AND SOCONY MOBIL OIL COMPANY, INC., A NEW YORK CORPORATION EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

3. THE REQUIREMENT HATHAWAY COMPANY EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST, IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

4. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN ACCEPTABLE AFFIDAVIT REGARDING NON-PRODUCTION AND ABANDONMENT OF ALL OIL WELLS, LOCATED ON SAID LAND, FROM HATHAWAY COMPANY, A CALIFORNIA CORPORATION.

SAID MATTER RELATES TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

5. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM MOBIL OIL

20034442

D. W.

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this form

K

FOUNDATION CORPORATION, A NEW YORK CORPORATION.

6. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM JOHN BLACKBURN AGEE.

7. INTENTIONALLY DELETED.

8. INTENTIONALLY DELETED.

9. BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE ENTITY NAMED BELOW:

(A) IS VALIDLY FORMED ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED; AND

(B) IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE IT IS FORMED.

ENTITY: HATHAWAY COMPANY

10. THIS COMPANY WILL REQUIRE THE FOLLOWING IN ORDER TO INSURE A LOAN OR CONVEYANCE FROM THE BELOW NAMED ENTITY:

(A) A COPY OF THE CORPORATION'S BY-LAWS OR ARTICLES.

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, WHICH DESIGNATES THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATIONS'S BEHALF:

ENTITY: HATHAWAY COMPANY

11. THIS COMPANY WILL REQUIRE THAT THE SPOUSE OF THE VESTEE NAMED BELOW JOIN IN ANY CONVEYANCE OR ENCUMBRANCE BEFORE SUCH TRANSACTION CAN BE INSURED.

VESTEE: JOHN BLACKBURN AGEE

12. WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

AGEE

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE

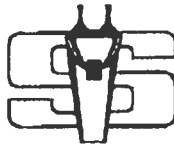
SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE).

13. A.L.T.A. OWNER'S POLICY REQUEST

IF WE ARE ASKED TO ISSUE OUR A.L.T.A. OWNERS POLICY OF TITLE INSURANCE, WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

- A) A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING TOGETHER WITH COPIES OF ALL LEASES:
- B) AN A.L.T.A. SURVEY OF SAID LAND.

14. THE REQUIREMENT THAT THE INTEREST OF PYRAMID OIL CONVEYED TO HATHAWAY COMPANY, A CALIFORNIA CORPORATION



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

FAX TRANSMITTAL COVER SHEET

April 28, 2000

TO: Maureen Toomey
Fax No: 281 423-6663

FROM: Veronica "Ronnie" Sanchez for Dody Laney
DIRECT NUMBER: 818 546 3961
FAX NUMBER: 818 546 1374

NUMBER OF PAGES (Including this page): 6

RE: Escrow # 99112462 SANTA FE SPRINGS PROPERTY

In response to your 4/27/00 fax we are faxing you the following circled items referenced in your letter dated 1/19/00 addressed to us:

5., 6., and 11. Please be advised that we have item no. 7 and are faxing you a copy of same.

Please be advised that we've asked the title company to look through their file and furnish us with a copy of item no. 10. as issued or if needed an updated version thereof. Upon our receipt of same we will fax to you.

Have had any response from the Buyer as of yet?

If you have any questions or problems with this facsimile transmission, please contact the sender.

If sending a fax, please be sure to include on your cover sheet the name of the person to whom you are sending the fax.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POST SERVICE. THANK YOU.

YEAR

Real Estate Withholding Exemption Certificate

CALIFORNIA FORM

19

(For use by sellers of California real estate)

590-RE

File this form with your withholding agent.

Name

Address (number and street)

Telephone Number

()

City

State

Zip Code

Complete the appropriate line: Individuals - Social security no. ☐ Married ☐ Single
Corporations - California corporation no. ☐ (Issued by Secretary of State)
Partnerships and Estates- F.E.I.N. ☐

To **BUYER**
(Withholding Agent or Payer)

Individuals:

Certificate of Residency

I hereby declare, under penalty of perjury, that I am a resident of California and that I reside at the address shown above. See Side 2 for definition of resident.

Signature _____ Date _____

Certificate of Residency of Deceased Person

I hereby certify, under penalty of perjury, as executor of the above named person's estate, that decedent was a California resident at the time of their death.

Name of executor (type or print) _____

Signature _____ Date _____

Certificate of Principal Residence

I hereby certify, under penalty of perjury, that the California real property located at _____ was my principal residence within the meaning of IRC Section 1034. See side 2 for definition of principal residence.

Signature _____ Date _____

Corporations:

I hereby certify, under penalty of perjury, that the above-named corporation has a permanent place of business in California at the address shown above or is qualified to do business in California. See side 2 for definition of permanent place of business.

Name and Title of Corporate officers _____

Signature _____ Date _____

Tax Exempt Entities and Non Profit Organizations:

I hereby certify, under penalty of perjury, that the above-named entity is exempt from tax under California or Federal law.

Name and Title _____

Signature _____ Date _____

Trusts:

I hereby certify, under penalty of perjury, that at least one trustee of the above-named trust is a California resident.

Name and Title _____

Signature _____ Date _____

For Privacy Act Notice, see form FTB 1131 (individuals only).

Side 1

Instructions for Form 590-RE

Real Estate Withholding Exemption Certificate

Purpose of this Form - This form is used by sellers of California real estate to obtain an exemption from withholding. The executed certificate should be presented to the buyer or other withholding agent and retained in their records for a period of five years following the close of the transaction. The buyer will be relieved of the withholding requirements if they rely in good faith on a completed and signed certificate.

This form is not to be used by partners, independent contractors, entertainers or other payees that may be subject to withholding. These entities should use California Form 590, Withholding Exemption Certificate.

Law - California Revenue and Taxation Code Sections 18805 and 28131 require withholding of income (or franchise) tax when California real estate is sold by a nonresident.

When Can This Form Be Used - The certificates on Side 1 can be executed when:

- The seller is a California resident on the date escrow closes. Residents of California who have an out of state address to which funds are disbursed will need to complete the certificate of Residency to be exempt from withholding. This certificate will not become invalid if the seller moves out of California after the close of escrow.
- The seller is a California estate. For withholding purposes, an estate is considered a California estate if the decedent was a California resident at the time of death. Estates are required to withhold on distributions of California source income to their nonresident beneficiaries.
- The property meets the definition of principal residence under Internal Revenue Code (IRC) section 1034 at the time escrow closes. The affidavit can be signed even if you do not plan to purchase a new home or when the purchase price of your new home is less than the sales price of your old home. Recognition of this gain in the year of sale or in subsequent years will be taxable to California and must be reported on a California tax return.
- The seller is a corporation that has a permanent place of business in California immediately after the transfer.
- The seller is exempt from tax under either California or federal law.
- The seller is a California trust. For withholding purposes, a trust is considered a California trust if at least one trustee is a California resident. Trusts are required to withhold on distributions of California source income to their nonresident beneficiaries.

Requirement To File a California Return - An executed certificate exempts the seller from withholding but does not eliminate the requirement to file a California Tax Return and pay the tax due.

Who Is A Resident - A California resident is every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

Sellers who are uncertain of their residency status can get assistance in determining their residency status by calling the Franchise Tax Board Information Center at the numbers listed below:

From within the United States,
call...1-800-852-6711
From outside the United States,
call...1-916-854-6500
For hearing impaired with TDD,
call...1-800-822-6268

What Is A Principal Residence - Usually, the home in which you live is your principal residence. If you have more than one home, only the sale of your main home qualifies as a sale of a principal residence. If you have two homes and live in both of them, the main home is the one lived in most of the time. A mobile home, houseboat, cooperative apartment, or condominium can also be a principal residence.

Property may qualify as your principal residence even if you temporarily rent it out while it is in the process of being sold, as long as it is rented out only as a matter of convenience or for another nonbusiness purpose. IRC Section 1034 does not contain a bright-line test for determining what is considered temporary. In federal case law on this subject, the Tax Court considered the facts and circumstances of each case, including the intent of the seller, to determine if the property met the definition of principal residence under IRC Section 1034 at the time of sale. Generally, if the property is rented out for less than a year while it is on the market, it will still be considered a principal residence for withholding purposes. You should evaluate your factual situation, the law, and applicable federal case law to determine if the property qualifies as your principal residence within the meaning of IRC Section 1034.

What Is Not A Principal Residence - The following are not principal residences under Internal Revenue Code Section 1034:

1. Rental property
2. Part of home used for business
3. Vacant land
4. Vacation home or second home

Withholding is required on sales of these types of properties unless another withholding exception is met or a waiver of withholding is obtained. (See Form 597-A, Application for Withholding Certificate for Disposition of California Real Property Interest, for information on obtaining a waiver.)

What Is A Permanent Place of Business - A corporation has a permanent place of business in this state if it is organized and existing under the laws of this state or if it is a foreign corporation qualified to transact intrastate business by the Office of the California Secretary of State. A corporation which has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state which is permanently staffed by its employees.

For More Information Contact:

California Franchise Tax Board
Withhold at Source Unit
PO Box 651
Sacramento, CA 95812-0651
Telephone (916) 369-4900
FAX (916) 369-4831

County of Los Angeles)
State of California)

The undersigned hereby states that::

1. The undersigned is the owner of real property commonly known as _____ (the "property") and more particularly described in Stewart Title of California, Inc. (Stewart) PRELIMINARY REPORT dated _____ bearing Order No. _____ (the "Preliminary Report").

2. The undersigned's possession of the property has been peaceful and undisturbed and the title thereto has never been disputed, questioned or rejected, nor insurance thereof refused. I know of no facts by reason of which said possession or title might be called into question, or by reason of which any part of the property, or any interest therein adverse to it might be set up.

3. There are no defects, liens, encumbrances, adverse claims or other matters affecting title to the property, recorded or unrecorded, other than those matters set forth in Schedule B of the PRELIMINARY REPORT/COMMITMENT.

4. There are no parties entitled to possession of the property other than the following:

Please list all tenants or attach rent roll: (Type NONE if none)

1. _____
2. _____
3. _____

5. No proceedings in bankruptcy have ever been instituted by or against the undersigned in any court of law of before any officer of any court in any state or territory of the United States, nor has the undersigned made, at any time, an assignment for the benefit of creditors, nor an assignment, now in effect, of the rents of the property or any part thereof.

6. There has been no work done, services rendered or materials furnished at the behest of the undersigned in connection with repairs, improvements or alterations or any similar activity at the property within 120 days prior to this date, except:

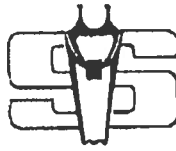
and there are no outstanding claims or persons entitled to claim for mechanics or materialman liens against said property except: _____

This affidavit is made for the purpose of inducing STEWART to insure title to the property without exception to any claims arising from the matters referred to herein. The undersigned hereby indemnifies and holds STEWART harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

OWNER(S)

By _____

By _____



Surety of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

Date: September 23, 1999

Property Address: 10607 Norwalk Blvd
: Santa Fe Springs, CA
Escrow Officer : Mary Venia
Escrow Number : 99112462

INSTRUCTION TO PAY COMMISSION

From proceeds due the undersigned SELLER(S) at close of escrow, Escrow Holder is hereby authorized and instructed to pay the following sums, representing commission due on Purchase Price of \$2,000,000.00:

\$120,000.00 TO

Cushman & Wakefield
555 So Flower St, Ste 4200
Los Angeles, CA 90071

License No. _____

I have received a copy of these instructions as evidenced by my signature below:

SELLER:

Mobil Foundation, Inc.
a New York not-for-profit corporation

By: Maureen Toomey
Maureen Toomey
Assistant Property Manager

BROKER ACKNOWLEDGMENT: _____ DATE _____

Maureen Toomey

**SELLER'S AFFIDAVIT OF NONFOREIGN STATUS
AND/OR CALIFORNIA RESIDENCY**

(FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT
AND CALIFORNIA OUT-OF-STATE SELLER WITHHOLDING LAW)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a "foreign person." Section 18805 of the California Revenue and Taxation Code provides that a transferee of a California real property interest must withhold tax if the transferor's proceeds will be disbursed to a financial intermediary of the transferor or to the transferor with a last known street address outside of California. Section 26131 of the California Revenue and Taxation Code includes additional provisions for corporations.

I understand that this certification may be disclosed to the Internal Revenue Service and to the California Franchise Tax Board by the transferee and that any false statement I have made herein (if an entity transferor, on behalf of the transferor) could be punished by fine, imprisonment, or both. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. and/or California real property interest located at 10607 Norwalk Blvd
Santa Fe Springs, CA

I hereby certify the following (if an entity transferor, on behalf of the transferor):

FEDERAL LAW (FIRPTA)

THIS SECTION FOR INDIVIDUAL TRANSFEROR:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. Taxpayer identifying number (Social Security number) is _____ ; and
3. My home address is _____

THIS SECTION FOR CORPORATION, PARTNERSHIP, TRUST, OR ESTATE TRANSFEROR:

1. _____ [name of transferor] ("Transferor")
is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's U.S. employer identification number is _____ ;
3. Transferor's office address is _____ ; and
4. I, the undersigned individual, declare that I have authority to sign this document on behalf of the Transferor. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Date _____ Signature _____
Telephone _____ Typed or Printed Name _____
Title (if signed on behalf
of an entity transferor) _____

CALIFORNIA LAW

THIS SECTION FOR INDIVIDUAL TRANSFEROR:

1. I am a ☐ married, ☐ single resident of California and reside at the address shown below;
2. My U.S. taxpayer identifying number (Social Security number) is _____ ; and
3. My home address is _____

THIS SECTION FOR CORPORATION TRANSFEROR:

1. _____ [name of transferor] ("Transferor")
is a corporation qualified to do business in California or has a permanent place of business in California at the address shown below;
2. Transferor's California Corporation number issued by the Secretary of State is _____ ;
3. Transferor's office address is _____ ; and
4. I, the undersigned individual, declare that I have authority to sign this document on behalf of the Transferor. Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Date _____ Signature _____
Telephone _____ Typed or Printed Name _____
Title (if signed on behalf
of an entity transferor) _____

IMPORTANT NOTICE: An affidavit should be signed by each individual or entity transferor to whom or to which it applies. Before you sign, any questions relating to the legal sufficiency of this form, or to whether it applies to a particular transaction, or to the definition of any of the terms used, should be referred to an attorney, certified public accountant, other professional tax advisor, the Internal Revenue Service, or the California Franchise Tax Board.

LAW OFFICES
ATKINSON AND GIBSON
A PROFESSIONAL CORPORATION

ROBERT E. ATKINSON
WILLIAM B. GIBSON

CERTIFIED MAIL, RETURN RECEIPT

August 31, 2000

Stewart Title of California, Inc.
505 North Brand Boulevard, Suite 1200
Glendale, California 91203

Attention: Dody Laney, Escrow Officer

Re: 10607 Norwalk Boulevard, Santa Fe Springs
Escrow No. 99-112462

Dear Dody:

These instructions are being written on behalf of Hathaway Company ("Hathaway") and John B. and Sally Agee ("Agee") in conjunction with the Supplemental Instructions you received from Mobil Foundation, Inc. ("Foundation") dated August 2, 2000, in connection with the sale of the above referenced real property by the Foundation to the O'Donnell Group's assignee SFS Norwalk LLC, a Delaware limited liability Company ("Venture").

Enclosed please find the following documents which relate to the above referenced property:

1. Corporate Quitclaim Deed from Hathaway Company to Mobil Foundation, Inc.
2. Grant Deed from John B. Agee and Sally Agee to Mobil Foundation, Inc.

CONDITIONS

You are instructed to hold these documents in escrow pending the close of the proposed sale of the subject real property from the Foundation to Venture, at which time the documents shall be returned to the undersigned.

In the event the sale between Foundation and Venture does not close pursuant to the terms of their purchase agreement and provided:

1. Hathaway and Foundation have entered into an escrow with Stewart Title of California, Inc. ("Escrow Agent") in accordance with the terms and conditions set forth in the Construction Fund Escrow Agreement dated July 28, 2000, which Agreement is on deposit with Escrow Agent; and

POST OFFICE BOX 92
13225 PHILADELPHIA STREET
WHITTIER, CALIFORNIA 90608
AREA CODE 562
TELEPHONES 698-7771 • 698-0191
FAX 693-3523

Stewart Title of California, Inc.
August 31, 2000
Page -2-

2. Foundation has paid Hathaway pursuant to the terms of the Construction Fund Escrow Agreement dated July 28, 2000, the sum of \$204,507.00 and deposited into the above referenced escrow the sum of \$100,000.00, which sum shall be disbursed pursuant to the term of said escrow; and
3. Escrow Agent has received from Foundation the sum of \$25,000.00 (Agee Funds).

When all of the above conditions have been satisfied, you are authorized to record the enclosed Hathaway Corporate Quitclaim Deed and the Agee Grant Deed. Upon recordation of the above referenced Deeds pursuant to these instructions and the instructions you have received on behalf of Foundation; (i) the Agee Funds are to be disbursed by Escrow Agent to John B. Agee and Sally Agee c/o Robert E. Atkinson, Esq., 13225 Philadelphia Street, Suite E, Whittier, California 90601, and The Hathaway Funds pursuant to the terms of the Construction Fund Escrow Agreement.

Please evidence your agreement to hold the Documents in your possession as described herein by signing a copy of this letter in the space provided below and return same to me via facsimile today. Thank you very much for your assistance in connection with this matter.

Very truly yours,

ROBERT E. ATKINSON, ESQ.

CC: ✓ Maureen Toomey
The O'Donnell Group
John B. and Sally Agee

**THE UNDERSIGNED AGREE TO ACT PURSUANT TO THE
FOREGOING INSTRUCTIONS**

STEWART TITLE OF CALIFORNIA, INC.

By: _____
Dody Laney, Escrow Officer

MY copy -
Faxed & mailed
to Tracy
8-11-00

August 10, 2000

VIA FACSIMILE

Stewart Title of California, Inc.
505 North Brand Boulevard., Suite 800-A
Glendale, California 91203
Attn: Dody Laney, Escrow Officer
Larry McGuire, Title Officer

Re: 10607 Norwalk Boulevard, Santa Fe Springs;
Title Order No. 040034442; Escrow No. 99112462

Dear Dody and Larry:

This instruction letter is delivered on behalf of The O'Donnell Group, Inc., a California corporation ("O'Donnell") and supplements instructions that have been delivered to you on behalf of Mobil Foundation, Inc., a New York not-for-profit corporation ("Foundation"). Pursuant to the terms of that certain Contract of Sale between Foundation, as seller, and O'Donnell, as buyer, as amended by that certain (a) Amendment to Contract of Sale and Assumption of Corrective Action & Indemnification by Predecessor in Title dated September 8, 1999, (b) Amendment to Contract of Sale dated September 28, 1999, (c) Third Amendment to Contract of Sale and Assumption of Corrective Action & Indemnification by Predecessor in Title dated November 30, 1999, and (d) Reinstatement and Modification Agreement ("Reinstatement Agreement") dated August 2, 2000 (collectively, the "Purchase Agreement"), O'Donnell's assignee, SFS Norwalk LLC, a Delaware limited liability company ("Venture"), will purchase certain real property located in the City of Santa Fe Springs, County of Los Angeles, State of California (the "Property").

The Property is the subject of those certain Amended Preliminary Reports dated as of April 17, 2000 (one for the mineral estate and one for the fee estate) (the "Reports"), issued by Stewart Title of California, Inc. ("Title Company"), a copy of which are attached hereto as Exhibit "A" and incorporated herein.

Title Company has received, or will receive, one fully-executed original of the following documents under separate cover:

1. The Purchase Agreement.
2. Affidavit of Non-Production, executed by Hathaway Company, a California corporation ("Hathaway").
3. Corporation Quitclaim Deed executed by Pyramid Oil Company, a California corporation, in favor of Hathaway ("Pyramid Quitclaim Deed").
4. Corporation Quitclaim Deed executed by Hathaway, in favor of Venture ("Hathaway Quitclaim Deed").
5. Work Agreement between Hathaway and Foundation.
6. Construction Fund Escrow Agreement between Hathaway and Foundation.
7. Easement Agreement between Hathaway and Foundation.

8. Indemnity Agreement between Hathaway and Mobil.
9. Grant Deed executed by John B. Agee and Sally Agee (collectively, "Agee"), in favor of Venture ("Agee Grant Deed").
10. Grant Deed executed by Foundation, in favor of Venture ("Foundation Grant Deed").
11. Statement of Information executed by Agee.
12. Owner's Affidavit executed by Agee.

Escrow Agent (defined in the Purchase Agreement) has received the Full Deposit (as defined in the Reinstatement Agreement) in the amount of Two Hundred Forty-Thousand Dollars (\$240,000.00) on behalf of Buyer. Pursuant to Section 12 of the Reinstatement Agreement, Escrow Agent is authorized to deliver, upon Foundation's instructions, portions of the Full Deposit to Hathaway in payment of the interim amounts due to Hathaway under the Hathaway Work Agreement (as defined in the Reinstatement Agreement).

Escrow Agent should be receiving a wire transfer of funds on behalf of Buyer in an amount sufficient to pay for Buyer's share of the closing costs for this transaction (the "Funds"). *Escrow Agent acknowledges and agrees that except for the Full Deposit, all of the Funds are in the sole control of Buyer and can be unilaterally withdrawn from the Escrow at any time prior to the Closing (hereinafter defined) upon the request of Buyer. No other consents or authorization shall be required for withdrawal of the Funds prior to Closing.* If the Funds are received prior to the date of close of escrow, the Funds are to be invested in an interest-bearing account on behalf of Buyer.

This letter will instruct you regarding your handling of the referenced documents and the Funds in your Closing (defined below) of the Escrow.

CONDITIONS TO CLOSING

The following are conditions to the Closing of the referenced transaction:

- A. Title Company and Escrow Agent returns to me via facsimile, with a hard copy sent via mail, a copy of this letter executed in the spaces provided below, which execution shall evidence your agreement to follow the instructions contained herein. Notwithstanding your failure to return a copy of this letter to me, Title Company's act of recording any documents in connection with this transaction shall constitute evidence of Title Company's and Escrow Agent's agreement to comply with the instructions contained herein.
- B. Title Company and/or Escrow Agent has received the documents referenced in Items 1 through 12, above.
- C. Title Company is irrevocably prepared and committed to issue the Title Policy for the Property described in Paragraph 4, below.
- D. Title Company and Escrow Agent are in a position to comply with all other instructions from or on behalf of Buyer heretofore or hereafter given to you in connection with this transaction, and you receive telephonic confirmation from Tracy D. Johnson (or another

lawyer of the firm of Pinto & Dubia, LLP) or from Greg Chila authorizing you to close this transaction.

INSTRUCTIONS

Title Company and Escrow Agent are to cause the closing of the Escrow ("Closing") to occur in accordance with this letter. In connection therewith, Title Company and Escrow Agent are hereby instructed as follows:

1. Title Company is to date all undated documents as of the Closing and insert APN numbers on the Grant Deeds and Quitclaim Deeds.
2. Escrow Agent is to prorate real property taxes levied against the Property.
3. Title Company is to record the Pyramid Quitclaim Deed, Hathaway Quitclaim Deed, Agee Grant Deed and Foundation Grant Deed, in that order, in the Official Records of Los Angeles County. Transfer tax information is not to be shown upon the face of any of the Grant Deeds or the Quitclaim Deeds.
4. Upon the Closing, Title Company is to issue and *deliver to Tracy D. Johnson of Pinto & Dubia, LLP on behalf of Buyer*, an original and one duplicate original ALTA extended coverage Owner's Policy of Title Insurance (1970-B Form) ("Title Policy") in the amount of Two Million Six Hundred Sixty-Two Thousand Dollars (\$2,662,000.00). The Title Policy shall (a) show fee title to the Property vested in Venture, (b) be subject only to those items set forth in Exhibit "A", including the handwritten revisions thereon, (c) specifically exclude creditors' rights, and (d) include the following endorsements:

CLTA Form 100 (modified for an owner)

CLTA Form 101.4

CLTA Form 103.5

CLTA 103.7

CLTA 116.1

CLTA 116.7

5. If, and only if, you are able to comply with the instructions contained in Paragraphs 1 through 4, above, then, upon the Closing, the Funds are to be disbursed by Escrow Agent as follows:

a) Such Funds as are necessary are to be applied to the closing costs on behalf of O'Donnell, strictly in accordance with a closing statement approved by O'Donnell. *Escrow Agent is not authorized to pay the title policy fee to the Title Company until the Title Policy has been delivered to and approved as correct by the undersigned.*

6. The balance of the Funds, if any, is to be returned to O'Donnell pursuant to wiring instructions to be provided to you.

7. Immediately upon the Closing, Title Company should deliver originals, where available, of all documents and conformed copies of the original recorded documents to Tracy D. Johnson of Pinto & Dubia, LLP on O'Donnell's behalf.

Please advise me as soon as possible whether it appears that you can comply with the foregoing instructions. If you are unable to comply with these instructions and cause the Closing to occur as herein required, you are to take no further action without telephonic instruction from Tracy D. Johnson (or another lawyer of the firm of Pinto & Dubia, LLP) or Greg Chila.

Please execute this letter in the spaces provided below and return same to me via facsimile today. Thank you very much for your assistance in connection with this matter.

Sincerely,

THE O'DONNELL GROUP, INC.

By: _____

Its: _____

THE UNDERSIGNED ACKNOWLEDGES AND
AGREES TO THE FOREGOING INSTRUCTIONS

MOBIL FOUNDATION, INC.

By: _____

Its: _____

THE UNDERSIGNED AGREE TO ACT PURSUANT
TO THE FOREGOING INSTRUCTIONS

STEWART TITLE OF CALIFORNIA, INC.

By: _____

Dody Laney, Escrow Officer

By: _____

Larry McGuire, Title Officer

Stewart Title of California, Inc.

August 10, 2000

Page 4

6. The balance of the Funds, if any, is to be returned to O'Donnell pursuant to wiring instructions to be provided to you.

7. Immediately upon the Closing, Title Company should deliver originals, where available, of all documents and conformed copies of the original recorded documents to Tracy D. Johnson of Pinto & Dubia, LLP on O'Donnell's behalf.

Please advise me as soon as possible whether it appears that you can comply with the foregoing instructions. If you are unable to comply with these instructions and cause the Closing to occur as herein required, you are to take no further action without telephonic instruction from Tracy D. Johnson (or another lawyer of the firm of Pinto & Dubia, LLP) or Greg Chila.

Please execute this letter in the spaces provided below and return same to me via facsimile today. Thank you very much for your assistance in connection with this matter.

Sincerely,

THE O'DONNELL GROUP, INC.

By: _____

Its: _____

THE UNDERSIGNED ACKNOWLEDGES AND
AGREES TO THE FOREGOING INSTRUCTIONS

MOBIL FOUNDATION, INC.

By: _____

Its: _____

THE UNDERSIGNED AGREE TO ACT PURSUANT
TO THE FOREGOING INSTRUCTIONS

STEWART TITLE OF CALIFORNIA, INC.

By: _____
Dody Laney, Escrow Officer

By: _____
Larry McGuire, Title Officer

REPORTS

H:\102\1019.043.ClosingLtrO'DonnellDraft3

EXHIBIT "A"

EMOMG 00297

**ASSIGNMENT OF
CONTRACT OF SALE**

THIS ASSIGNMENT OF CONTRACT OF SALE ("Assignment") is entered into as of September 26, 2000, by and between THE O'DONNELL GROUP, INC., a California corporation ("Assignor"), and SFS NORWALK LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is a party to that certain Contract of Sale by and between Mobil Foundation, Inc., a New York not-for-profit corporation and Assignor, dated as of June 17, 1999, as subsequently amended and reinstated (collectively, "Agreement"), pursuant to which Assignor is to acquire certain real property located in Santa Fe Springs, Los Angeles County, California, as more particularly described in the Agreement. All capitalized terms used in this Assignment shall have the same meanings that they have in the Agreement, unless otherwise defined in this Assignment.

B. Pursuant to Section 13 of the Agreement, Assignor desires to assign all of its right, title and interest under the Agreement, Stewart Title of California, Inc. Escrow No. 99112462 created pursuant to the Agreement ("Escrow"), the Escrow Instructions given pursuant to the Agreement, and any deposits (collectively, "Deposit") held by Escrow Agent to Assignee. Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest under the Agreement including, without limitation, all rights to the Escrow, the Escrow Instructions and the Deposit. Assignor shall protect, defend, indemnify and hold Assignee, its partners and their respective partners, shareholders, directors, officers, agents, successors and assigns free and harmless from and against any and all loss, cost, damage, claim, liability or expense, including court costs and attorneys' fees, arising out of any breach of the Agreement by Assignor or its agents occurring on or before the date hereof or arising from any breach of this Assignment by Assignor. Assignee shall protect, defend, indemnify and hold Assignor, its partners and their respective partners, shareholders, directors, officers, agents, successors and assigns free and harmless from and against any and all loss, cost, damage, claim, liability or expense, including court costs and attorneys' fees, arising out of any breach of the Agreement by Assignee or its agents occurring on or after the date hereof or arising from any breach of this Assignment by Assignee.

2. **Governing Law.** This Assignment shall be construed under and enforced in accordance with the laws of the State of California.

3. **Further Assurances.** The parties hereto each agree to execute and deliver to the other party, upon demand, such further documents, instruments and conveyances, and shall take such further actions, as are necessary or desirable to effectuate this Assignment. Assignor shall deliver a fully-executed copy of this Assignment to Stewart Title of California, Inc. to be held in Escrow.

4. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

5. Attorneys' Fees; Costs. Upon the bringing of any action, suit or arbitration by either party against the other arising out of this Assignment or the subject matter hereof, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit including, without limitation, reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

THE O'DONNELL GROUP, INC.,
a California corporation

By:

Its:

D. O'Donnell
PRESIDENT

ASSIGNEE:

SFS NORWALK LLC,
a Delaware limited liability company

By:

The O'Donnell Group, Inc.,
a California corporation, its Member

By:

Its:

D. O'Donnell
MEMBER

PINTO & DUBIA, LLP
2 PARK PLAZA, SUITE 300
IRVINE, CA 92614-8513
(949) 955-1177
FAX: (949) 833-2067

WRITER'S DIRECT E-MAIL
tjohnson@pdllp.com

FAX TRANSMITTAL

TIME: 11:49 AM

FILE NO.: 102\1019.043

DATE: March 15, 2001

TO: Maureen Toomey

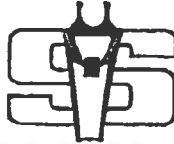
(703) 846-2164

FROM: Tracy D. Johnson

TOTAL NUMBER OF PAGES INCLUDING THIS FORM, IS: 3

MESSAGE: Please see attached.

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU. IF YOU DO NOT RECEIVE ALL PAGES OR IF YOU EXPERIENCE DIFFICULTY WITH THIS TRANSMISSION, PLEASE CALL MIKE AT (949) 955-1177.



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.
Los Angeles Division

PRELIMINARY REPORT

OUR NO. 040034442

YOUR NO. 99112462

UPDATED

STEWART TITLE ESCROW
505 NORTH BRAND BL 8TH FL
GLENDALE, CA 91203
ATTN: DODY LANEY

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF OCTOBER 29, 2000 AT 7:30 A.M.

LARRY MCGUIRE & JIMMY MORADA
TITLE OFFICERS
SPECIAL PROJECTS

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700

MEMBER CALIFORNIA LAND TITLE ASSOCIATION

EMOMG 00301

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (X)
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)
5. HOMEOWNER'S POLICY OF TITLE INSURANCE ()
6. "GOLD" COMPREHENSIVE PROTECTION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION,
BY DEED WHICH RECITES, IN ORDER TO SUPPORT THE GRANTEE AND TO
FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2000-2001

1ST INSTALLMENT	\$1,322.59 OPEN
2ND INSTALLMENT	\$1,322.58 OPEN
TOTAL	\$2,645.17
EXEMPTION	NONE
CODE AREA	5354
PARCEL NUMBER	8009-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

2.1 ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

3. INTENTIONALLY DELETED.

4. INTENTIONALLY DELETED.

5. A LEASE EXECUTED BY JOHN R. AGEE AND WINIFRED H. AGEE, HIS WIFE, ET AL. TO GENERAL PETROLEUM CORPORATION, A CORPORATION, OF THE PREMISES HEREINAFTER DESCRIBED, AND OTHER PROPERTY, WITH THE SOLE AND EXCLUSIVE RIGHT OF PROSPECTING THEREON AND DRILLING FOR AND REMOVING OIL, GAS, HYDROCARBON AND KINDRED SUBSTANCES THEREFROM, AND TO ESTABLISH AND MAINTAIN THEREON SUCH TANKS, BOILERS, HOUSES, ENGINES AND OTHER APPARATUS AND EQUIPMENT, POWER LINES, TELEPHONE AND TELEGRAPH LINES, PIPE LINES, ROADS AND OTHER APPURTENANCES NECESSARY IN THE OPERATION OR PRODUCTION OF SAID SUBSTANCES FROM SAID PREMISES, FOR PERIOD OF TWENTY YEARS FROM MAY 13, 1920, AND SO LONG THEREAFTER AS OIL OR GAS, HYDROCARBON OR KINDRED SUBSTANCES BE PRODUCED IN PAYING QUANTITIES BY MEANS OF ANY WELLS OR OTHER WORKS CONSTRUCTED ~~OR~~ IN THE COURSE OF CONSTRUCTION AT THE EXPIRATION OF SAID TWENTY YEAR PERIOD, FOR THE RENTAL OR ROYALTY THEREIN PROVIDED. SAID LEASE PROVIDES THAT THE LESSORS SHALL HAVE THE USE OF THE SURFACE OF SAID LANDS FOR AGRICULTURAL, HORTICULTURAL AND GRAZING PURPOSES TO SUCH AN EXTENT AS WILL NOT INTERFERE WITH THE PROPER OPERATIONS OF THE LESSEE FOR OIL.

FOR FURTHER PARTICULARS REFERENCE IS HEREBY MADE TO SAID LEASE RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 AS INSTRUMENT NO. 678, OF LESSEE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

6. THE RESERVATION CONTAINED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CORPORATION, FILED FOR RECORD AUGUST 16, 1922 IN BOOK 1378 PAGE 75 AS INSTRUMENT NO. 154, OFFICIAL RECORDS, AS FOLLOWS:

"RESERVING, HOWEVER, UNTO THE GRANTORS THE ROYALTIES RESERVED TO THE LESSOR UNDER THAT CERTAIN OIL AND GAS LEASE COVERING SAID PROPERTY, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118 THEREOF, OF THE RECORDS OF THE SAID LOS ANGELES COUNTY, SUBJECT TO THE SAID GRANTORS PAYING AND DISCHARGING ALL TAXES AND OTHER CHARGES IMPOSED ON THE LESSOR UNDER THE TERMS OF SAID LEASE."

rr "ALSO RESERVING UNTO THE SAID GRANTORS, IN THE EVENT THAT SAID OIL AND GAS LEASE BE TERMINATED, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, ~~OR~~ THEIR SUCCESSORS, SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OF EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. INTENTIONALLY DELETED. *Property*

9. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN

DATED
LESSOR

NOVEMBER 20, 1939
WINIFRED H. AGEE, GEORGE A. KOONTZ,
BESSIE KOONTZ, A.L. LEWIS, LOUISE
N. LEWIS, LAFAYETTE A. LEWIS, ROSE H. LEWIS,
C. A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD
L. JOURNIGAN, ALICE W. JOURNIGAN, ROY JOURNIGAN,
MARY JOURNIGAN, JOHN R. AGEE, AND ALL OTHER

17110-252?

LESSEE
RECORDED

PERSONS SIGNING THIS LEASE AND HAVING INTEREST
IN AND TO THE PREMISES LEASED HEREIN
HATHAWAY COMPANY, A CALIFORNIA CORPORATION
IN BOOK 17384, PAGE 75, OFFICIAL RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE
AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT
SHOWN HEREIN; OTHER THAN THE FOLLOWING:

AND AS MODIFIED BY AN INSTRUMENT

RECORDED: JUNE 30, 1941 IN BOOK 18601, PAGE 2, AS INSTRUMENT
NO. 1216, OFFICIAL RECORDS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO
PURPOSE
RECORDED
INSTRUMENT/FILE NO

CITY OF SANTA FE SPRINGS
PUBLIC ROAD AND HIGHWAY
FEBRUARY 15, 1962
3580, OF OFFICIAL RECORDS

*Easement reserved for
an existing pipeline
Sloan's Mobil Oil
Company, Inc.*

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO
PURPOSE
RECORDED
INSTRUMENT/FILE NO

SOUTHERN CALIFORNIA EDISON COMPANY, A
CORPORATION
~~PUBLIC UTILITIES~~
JULY 9, 1968
3031, OF OFFICIAL RECORDS

Electric lines and communication lines

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO
PURPOSE
RECORDED
INSTRUMENT/FILE NO

THE CITY OF SANTA FE SPRINGS, A MUNICIPAL
CORPORATION
STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
APRIL 12, 1971
3099, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

13. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

14. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF UNRECORDED LEASES.

15. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

16. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THAT CERTAIN "SPECIAL WARRANTY DEED" EXECUTED BY MOBIL FOUNDATION, INC., A NEW YORK NOT-FOR-PROFIT CORPORATION, AS GRANTOR, IN FAVOR OF THE O'DONNELL GROUP, INC., RECORDED 1999, AS INSTRUMENT NO. 99-_____, OFFICIAL RECORDS.

17. THE MATTERS CONTAINED IN AN INSTRUMENT

ENTITLED

BY AND BETWEEN

AGREEMENT FOR ACCESS TO PROPERTY AFTER
TRANSFER OF TITLE
MOBIL FOUNDATION, INC., A NEW YORK
NOT-FOR-PROFIT CORPORATION AND THE O'DONNELL
GROUP, UPON THE TERMS AND CONDITIONS AND
COVENANTS THEREIN PROVIDED, AS DISCLOSED BY
SPECIAL WARRANTY DEED RECORDED
AS INSTRUMENT NO. _____ OF OFFICIAL
RECORDS

18. ANY CLAIMS FOR MECHANIC'S LIENS ON SAID LAND THAT MAY BE RECORDED BY REASON OF A WORK OF IMPROVEMENT ON SAID LAND.

REQUIREMENT

SECTION

READ

CAREFULLY

REQUIREMENTS

1. THE REQUIREMENT THAT A "GRANT DEED" FROM JOHN B. AGEE, GRANTING ALL RIGHT, TITLE AND INTEREST, OF ANY NATURE, IN THE MINERALS IN SAID LAND, INCLUDING BUT NOT LIMITED TO THE INTEREST CREATED IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75, OF OFFICIAL RECORDS, AND THE LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OFFICIAL RECORDS, BE RECORDED. ✓
 2. THE REQUIREMENT THAT MOBIL OIL CORPORATION, A NEW YORK CORPORATION SUCCESSOR IN INTEREST TO GENERAL PETROLEUM CORPORATION OF CALIFORNIA AND SOCONY MOBIL OIL COMPANY, INC., A NEW YORK CORPORATION EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS. ✓
 3. THE REQUIREMENT HATHAWAY COMPANY EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST, IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS. *amended 6/15 to read rec. 15, 1939* ✓
 4. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN ACCEPTABLE AFFIDAVIT REGARDING NON-PRODUCTION AND ABANDONMENT OF ALL OIL WELLS, LOCATED ON SAID LAND, FROM HATHAWAY COMPANY, A CALIFORNIA CORPORATION. ✓
- SAID MATTER RELATES TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS. *rec. 15, 1939*
5. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM MOBIL OIL FOUNDATION CORPORATION, A NEW YORK CORPORATION. *Hand for m* ✓
 6. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM JOHN BLACKBURN AGEE. *Hand for m → send to attention ?* ✓
 7. INTENTIONALLY DELETED.
 8. INTENTIONALLY DELETED.

9. BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE ENTITY NAMED BELOW:

Atkinson/Park

(A) IS VALIDLY FORMED ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED; AND

(B) IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE IT IS FORMED.

ENTITY: PYRAMID OIL COMPANY, A CORPORATION SUCCESSOR IN INTEREST TO HATHAWAY COMPANY

10. THIS COMPANY WILL REQUIRE THE FOLLOWING IN ORDER TO INSURE A LOAN OR CONVEYANCE FROM THE BELOW NAMED ENTITY:

(A) A COPY OF THE CORPORATION'S BY-LAWS OR ARTICLES.

Atkinson/Park

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, WHICH DESIGNATES THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATIONS'S BEHALF:

ENTITY: PYRAMID OIL COMPANY, A CORPORATION SUCCESSOR IN INTEREST TO HATHAWAY COMPANY

11. THIS COMPANY WILL REQUIRE THAT THE SPOUSE OF THE VESTEE NAMED BELOW JOIN IN ANY CONVEYANCE OR ENCUMBRANCE BEFORE SUCH TRANSACTION CAN BE INSURED.

*Signed by Sallie
Ayer-delirrend
by Atkinson 8-31*

VESTEE: JOHN BLACKBURN AGEE

12. WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

?

AGEE

*Need form -
Atkinson/Park?*

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE).

13. A.L.T.A. OWNER'S POLICY REQUEST

IF WE ARE ASKED TO ISSUE OUR A.L.T.A. OWNERS POLICY OF TITLE INSURANCE, WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

- A) A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING
TOGETHER WITH COPIES OF ALL LEASES:
- B) AN A.L.T.A. SURVEY OF SAID LAND. ✓

NOTES

LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS THAT IS BASED ON:

(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR

(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR LIEN CREDITOR.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. Funds received by STEWART TITLE OF CALIFORNIA, INC. via wire transfer may be disbursed upon receipt. Funds received via cashiers checks or teller checks may be disbursed on the next business day after the day of deposit. If funds including shortage checks are disbursed to this company other than by tellers check, cashiers check, wire transfer or disbursements of escrow or sub-escrow funds, you should contact your title officer or escrow officer.

WIRING INSTRUCTIONS

IF YOU ANTICIPATE HAVING FUNDS WIRED TO STEWART TITLE OUR WIRING INFORMATION IS AS FOLLOWS:

ADDITIONAL NOTE: DIRECT WIRE TRANSFERS TO:

CITY NATIONAL BANK
5601 E. SLAUSON AVE
CITY OF COMMERCE, CALIFORNIA 90040

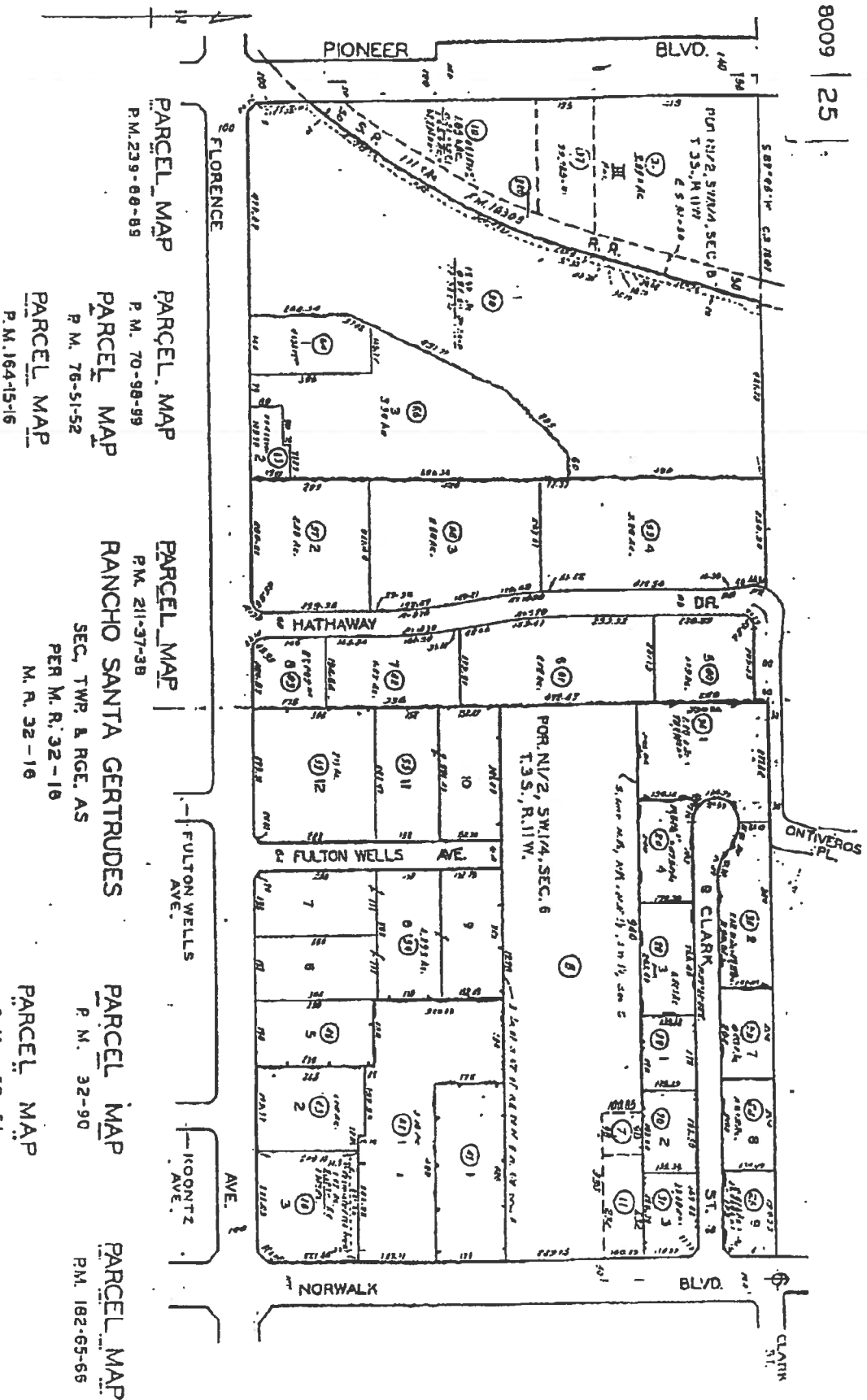
ROUTING NO. 122016066
CREDIT TO STEWART TITLE OF CALIFORNIA, INC.
ACCOUNT # 013 218811
REF: ORDER # 040034442, TITLE OFFICER NAME: LARRY MCGUIRE

WHEN INSTRUCTING THE FINANCIAL INSTITUTION TO WIRE FUNDS, IT IS VERY IMPORTANT THAT YOU REFERENCE STEWART TITLE'S ORDER NUMBER.

SHOULD YOU HAVE ANY QUESTIONS IN THIS REGARD PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.

STEWART TITLE OF CALIFORNIA, INC.

8009 25



IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDING AREA

CLTA PRELIMINARY REPORT FORM

EXHIBIT A

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OR INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS, OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. BASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

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STEWART TITLE GUARANTY COMPANY

CLTA PRELIMINARY REPORT FORM

2. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - * LAND USE
 - * LAND DIVISION
 - * IMPROVEMENTS ON THE LAND
 - * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY EASEMENTS OR LIENS NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS.
3. ANY FACTS ABOUT THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE FORCED REMOVAL COVERAGE IN ITEM 12 OF COVERED TITLE RISKS.
4. ANY WATER RIGHTS OR CLAIMS OR TITLES TO WATER IN OR UNDER THE LAND, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

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STEWART TITLE GUARANTY COMPANY

CLTA PRELIMINARY REPORT FORM

3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
AND
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS AND COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURES THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREBIN AS TO THE ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGES INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGES BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGES AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
 - (III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGES BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORDED THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

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STEWART TITLE GUARANTEE COMPANY

CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92) AND

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92) EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREINAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(II) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

-CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS, PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS, (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF, (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

5. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17, OR 24.

2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATION IT, UNLESS:
 - A. NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE, OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS,
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU, OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8.D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

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**6. "GOLD" COMPREHENSIVE PROTECTION
LOAN POLICY OF TITLE INSURANCE
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS EXCLUSION FROM COVERAGE 3 (D) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 7, 8, 15, 16, 18, 21, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 38, 39, AND 40);
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(A) THE TRANSACTION CREATING THE ESTATE OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(B) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
(C) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE;
(I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.
7. TAXES, ASSESSMENTS, COSTS, CHARGES, DAMAGES AND OTHER OBLIGATIONS TO THE GOVERNMENT SECURED BY STATUTORY LIENS THAT BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY, BUT THIS EXCLUSION 7 DOES NOT LIMIT THE COVERAGE OF INSURING PROVISION 34.

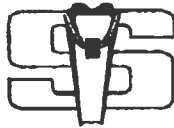
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STEWART TITLE GUARANTY COMPANY

ESCROW

ID:818-5461374

APR 21 '00 8:20 No.001 P.02



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

Los Angeles Division

PRELIMINARY REPORT

OUR NO. 040034442

YOUR NO. 99112462

AMENDED

STEWART TITLE ESCROW
505 NORTH BRAND BLVD.
GLENDALE, CA 91203
ATTN: DODY LANEY

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF APRIL 17, 2000 AT 7:30 A.M.

LARRY MCGUIRE & JIMMY MORADA
TITLE OFFICER
SPECIAL PROJECTS

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

EMOMG 00321

040034442

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (X)
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)
5. HOMEOWNER'S POLICY OF TITLE INSURANCE ()
6. "GOLD" COMPREHENSIVE PROTECTION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION,
BY DEED WHICH RECITES, IN ORDER TO SUPPORT THE GRANTEE AND TO
FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2000-2001 WHICH ARE A LIEN NOT YET PAYABLE.

1.1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1999-2000

1ST INSTALLMENT	\$1,259.86 PAID
2ND INSTALLMENT	\$1,259.86 PAID
TOTAL	\$2,519.72
EXEMPTION	NONE
CODE AREA	5354
PARCEL NUMBER	8009-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA, WHICH MAY ARISE ON OR AFTER THE DATE OF THIS POLICY.

3. ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

4. INTENTIONALLY DELETED.

5. A LEASE EXECUTED BY JOHN R. AGEE AND WINIFRED H. AGEE, HIS WIFE, ET AL. TO GENERAL PETROLEUM CORPORATION, A CORPORATION, OF THE PREMISES HEREINAFTER DESCRIBED, AND OTHER PROPERTY, WITH THE SOLE AND EXCLUSIVE RIGHT OF PROSPECTING THEREON AND DRILLING FOR AND REMOVING OIL, GAS, HYDROCARBON AND KINDRED SUBSTANCES THEREFROM, AND TO ESTABLISH AND MAINTAIN THEREON SUCH TANKS, BOILERS, HOUSES, ENGINES AND OTHER APPARATUS AND EQUIPMENT, POWER LINES, TELEPHONE AND TELEGRAPH LINES, PIPE LINES, ROADS AND OTHER APPURTENANCES NECESSARY IN THE OPERATION OR PRODUCTION OF SAID SUBSTANCES FROM SAID PREMISES, FOR PERIOD OF TWENTY YEARS FROM MAY 13, 1920, AND SO LONG THEREAFTER AS OIL OR GAS, HYDROCARBON OR KINDRED SUBSTANCES BE PRODUCED IN PAYING QUANTITIES BY MEANS OF ANY WELLS OR OTHER WORKS CONSTRUCTED OR IN THE COURSE OF CONSTRUCTION AT THE EXPIRATION OF SAID TWENTY YEAR PERIOD, FOR THE RENTAL OR ROYALTY THEREIN PROVIDED. SAID LEASE PROVIDES THAT THE LESSORS SHALL HAVE THE USE OF THE SURFACE OF SAID LANDS FOR AGRICULTURAL,

HORTICULTURAL AND GRAZING PURPOSES TO SUCH AN EXTENT AS WILL NOT INTERFERE WITH THE PROPER OPERATIONS OF THE LESSEE FOR OIL.

FOR FURTHER PARTICULARS REFERENCE IS HEREBY MADE TO SAID LEASE RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 AS INSTRUMENT NO. 678, OF LESSEE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

6. THE RESERVATION CONTAINED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CORPORATION, FILED FOR RECORD AUGUST 16, 1922 IN BOOK 1378 PAGE 75 AS INSTRUMENT NO. 154, OFFICIAL RECORDS, AS FOLLOWS:

"RESERVING, HOWEVER, UNTO THE GRANTORS THE ROYALTIES RESERVED TO THE LESSOR UNDER THAT CERTAIN OIL AND GAS LEASE COVERING SAID PROPERTY, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118 THEREOF, OF THE RECORDS OF THE SAID LOS ANGELES COUNTY, SUBJECT TO THE SAID GRANTORS PAYING AND DISCHARGING ALL TAXES AND OTHER CHARGES IMPOSED ON THE LESSOR UNDER THE TERMS OF SAID LEASE."

"ALSO RESERVING UNTO THE SAID GRANTORS, IN THE EVENT THAT SAID OIL AND GAS LEASE BE TERMINATED, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, OF THEIR SUCCESSORS SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OF EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. INTENTIONALLY DELETED.

9. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN

DATED
LESSOR

NOVEMBER 20, 1939
WINIFRED H. AGEE, GEORGE A. KOONTZ, BESSIE
KOONTZ, BESSIE KOONTZ, A.L. LEWIS, LOUISE
N. LEWIS, LAFAYETTE A. LEWIS, ROSE H. LEWIS,

LESSEE
RECORDED

C. A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD
L. JOURNIGAN, ALICE W. JOURNIGAN, ROY JOURNIGAN,
MARY JOURNIGAN, JOHN R. AGEE, AND ALL OTHER
PERSONS SIGNING THIS LEASE AND HAVING INTEREST
IN AND TO THE PREMISES LEASED HEREIN
HATHAWAY COMPANY, A CALIFORNIA CORPORATION
IN BOOK 17384, PAGE 75, OFFICIAL RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE
AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT
SHOWN HEREIN; OTHER THAN THE FOLLOWING:

AND AS MODIFIED BY AN INSTRUMENT

RECORDED: JUNE 30, 1941 IN BOOK 18601, PAGE 2, AS INSTRUMENT
NO. 1216, OFFICIAL RECORDS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	CITY OF SANTA FE SPRINGS
PURPOSE	PUBLIC ROAD AND HIGHWAY
RECORDED	FEBRUARY 15, 1962
INSTRUMENT/FILE NO	3580, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	SOUTHERN CALIFORNIA EDISON COMPANY, A
	CORPORATION
PURPOSE	PUBLIC UTILITIES
RECORDED	JULY 9, 1968
INSTRUMENT/FILE NO	3031, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY
DESCRIBED IN SAID DOCUMENT.

12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS
INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	THE CITY OF SANTA FE SPRINGS, A MUNICIPAL
	CORPORATION
PURPOSE	STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED	APRIL 12, 1971
INSTRUMENT/FILE NO	3099, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

13. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

14. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF UNRECORDED LEASES.

15. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

16. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THAT CERTAIN "SPECIAL WARRANTY DEED" EXECUTED BY MOBIL FOUNDATION, INC., A NEW YORK NOT-FOR-PROFIT CORPORATION, AS GRANTOR, IN FAVOR OF THE O'DONNELL GROUP, INC., RECORDED _____, 1999, AS INSTRUMENT NO. 99-_____, OFFICIAL RECORDS.

17. THE MATTERS CONTAINED IN AN INSTRUMENT

ENTITLED

BY AND BETWEEN

AGREEMENT FOR ACCESS TO PROPERTY AFTER
TRANSFER OF TITLE
MOBIL FOUNDATION, INC., A NEW YORK
NOT-FOR-PROFIT CORPORATION AND THE O'DONNELL
GROUP, UPON THE TERMS AND CONDITIONS AND
COVENANTS THEREIN PROVIDED, AS DISCLOSED BY
SPECIAL WARRANTY DEED RECORDED _____
AS INSTRUMENT NO. _____ OF OFFICIAL
RECORDS

18. ANY CLAIMS FOR MECHANIC'S LIENS ON SAID LAND THAT MAY BE RECORDED BY REASON OF A WORK OF IMPROVEMENT ON SAID LAND.

REQUIREMENT

SECTION

READ

CAREFULLY

REQUIREMENTS

1. THE REQUIREMENT THAT A " GRANT DEED" FROM JOHN B. AGEE, GRANTING ALL RIGHT, TITLE AND INTEREST, OF ANY NATURE, IN THE MINERALS IN SAID LAND, INCLUDING BUT NOT LIMITED TO THE INTEREST CREATED IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75, OF OFFICIAL RECORDS, AND THE LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OFFICIAL RECORDS, BE RECORDED.

*Agree To
Disposal*

SAID MATTER AFFECTS: THE LAND SHOWN IN SCHEDULE "A" AND ITEMS 5, 6, 7 AND 9

2. THE REQUIREMENT THAT MOBIL OIL CORPORATION, A NEW YORK CORPORATION SUCCESSOR IN INTEREST TO GENERAL PETROLEUM CORPORATION OF CALIFORNIA AND SOCONY MOBIL OIL COMPANY, INC., A NEW YORK CORPORATION EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED DECEMBER 15, 1939 IN BOOK 17110 PAGE 252 OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

*? Please
(Rein agree?)*

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

3. THE REQUIREMENT THAT PYRAMID OIL COMPANY SUCCESSOR BY MERGER TO HATHAWAY COMPANY EXECUTE AND RECORD A QUITCLAIM DEED, TO FULLY TERMINATE ALL RIGHT, TITLE AND INTEREST, IN AND TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

*Pyramid
To
Hathaway
done*

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

4. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN ACCEPTABLE AFFIDAVIT REGARDING NON-PRODUCTION AND ABANDONMENT OF ALL OIL WELLS, LOCATED ON SAID LAND, FROM PYRAMID OIL COMPANY, A CALIFORNIA CORPORATION.

SAID MATTER RELATES TO LEASES RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 OF LEASES, AND RECORDED JUNE 15, 1939 IN BOOK 17110 PAGE 252, OF OFFICIAL RECORDS AND RECORDED JUNE 30, 1941 IN BOOK 18601 PAGE 2, OF OFFICIAL RECORDS.

SAID MATTER AFFECTS: ITEMS 5, 6, 7 AND 9

5. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN

OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM MOBIL OIL FOUNDATION CORPORATION, A NEW YORK CORPORATION.

6. THE REQUIREMENT THAT STEWART TITLE BE PROVIDED WITH AN OWNERS' AFFIDAVIT IN THE FORM ATTACHED HERETO FROM JOHN BLACKBURN AGEE.

7. INTENTIONALLY DELETED.

8. INTENTIONALLY DELETED.

9. BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE ENTITY NAMED BELOW:

(A) IS VALIDLY FORMED ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED; AND

(B) IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE IT IS FORMED.

ENTITY: PYRAMID OIL COMPANY, A CORPORATION SUCCESSOR IN INTEREST
: TO HATHAWAY COMPANY

10. THIS COMPANY WILL REQUIRE THE FOLLOWING IN ORDER TO INSURE A LOAN OR CONVEYANCE FROM THE BELOW NAMED ENTITY:

(A) A COPY OF THE CORPORATION'S BY-LAWS OR ARTICLES.

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, WHICH DESIGNATES THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATIONS'S BEHALF:

ENTITY: PYRAMID OIL COMPANY, A CORPORATION SUCCESSOR IN INTEREST
: TO HATHAWAY COMPANY

11. THIS COMPANY WILL REQUIRE THAT THE SPOUSE OF THE VESTEE NAMED BELOW JOIN IN ANY CONVEYANCE OR ENCUMBRANCE BEFORE SUCH TRANSACTION CAN BE INSURED.

VESTEE: JOHN BLACKBURN AGEE

12. WE WILL REQUIRE A STATEMENT OF INFORMATION FROM THE PARTIES NAMED BELOW IN ORDER TO COMPLETE THIS REPORT, BASED ON THE EFFECT OF DOCUMENTS, PROCEEDINGS, LIENS, DECREES, OR OTHER MATTERS WHICH DO NOT SPECIFICALLY DESCRIBE SAID LAND, BUT WHICH, IF ANY DO EXIST, MAY AFFECT THE TITLE OR IMPOSE LIENS OR ENCUMBRANCES THEREON.

AGEE

(NOTE: THE STATEMENT OF INFORMATION IS NECESSARY TO COMPLETE THE SEARCH AND EXAMINATION OF TITLE UNDER THIS ORDER. ANY TITLE SEARCH INCLUDES MATTERS THAT ARE INDEXED BY NAME ONLY, AND HAVING A COMPLETED STATEMENT OF INFORMATION ASSISTS THE COMPANY IN THE ELIMINATION OF CERTAIN MATTERS WHICH APPEAR TO INVOLVE THE PARTIES BUT IN FACT AFFECT ANOTHER PARTY WITH THE SAME OR SIMILAR NAME. BE ASSURED THAT THE STATEMENT OF INFORMATION IS ESSENTIAL AND WILL BE KEPT STRICTLY CONFIDENTIAL TO THIS FILE).

13. A.L.T.A. OWNER'S POLICY REQUEST

IF WE ARE ASKED TO ISSUE OUR A.L.T.A. OWNERS POLICY OF TITLE INSURANCE, WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

- A) A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING TOGETHER WITH COPIES OF ALL LEASES:
- B) AN A.L.T.A. SURVEY OF SAID LAND.

NOTES

LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS THAT IS BASED ON:

(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR

(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR LIEN CREDITOR.

SPECIAL NOTICE

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. FUNDS RECEIVED BY STEWART TITLE OF CALIFORNIA, INC. VIA WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS RECEIVED VIA CASHIERS CHECKS OR TELLER CHECKS MAY BE DISBURSED ON THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS INCLUDING SHORTAGE CHECKS ARE DISBURSED TO THIS COMPANY OTHER THAN BY TELLERS CHECK, CASHIERS CHECK, WIRE TRANSFER OR CASH, DISBURSEMENTS OF ESCROW OR SUB-ESCROW FUNDS, YOU SHOULD CONTACT YOUR TITLE OFFICER OR ESCROW OFFICER.

WIRING INSTRUCTIONS

IF YOU ANTICIPATE HAVING FUNDS WIRED TO STEWART TITLE OUR WIRING INFORMATION IS AS FOLLOWS:

ADDITIONAL NOTE: DIRECT WIRE TRANSFERS TO:

CITY NATIONAL BANK
5601 E. SLAUSON AVE
CITY OF COMMERCE, CALIFORNIA 90040

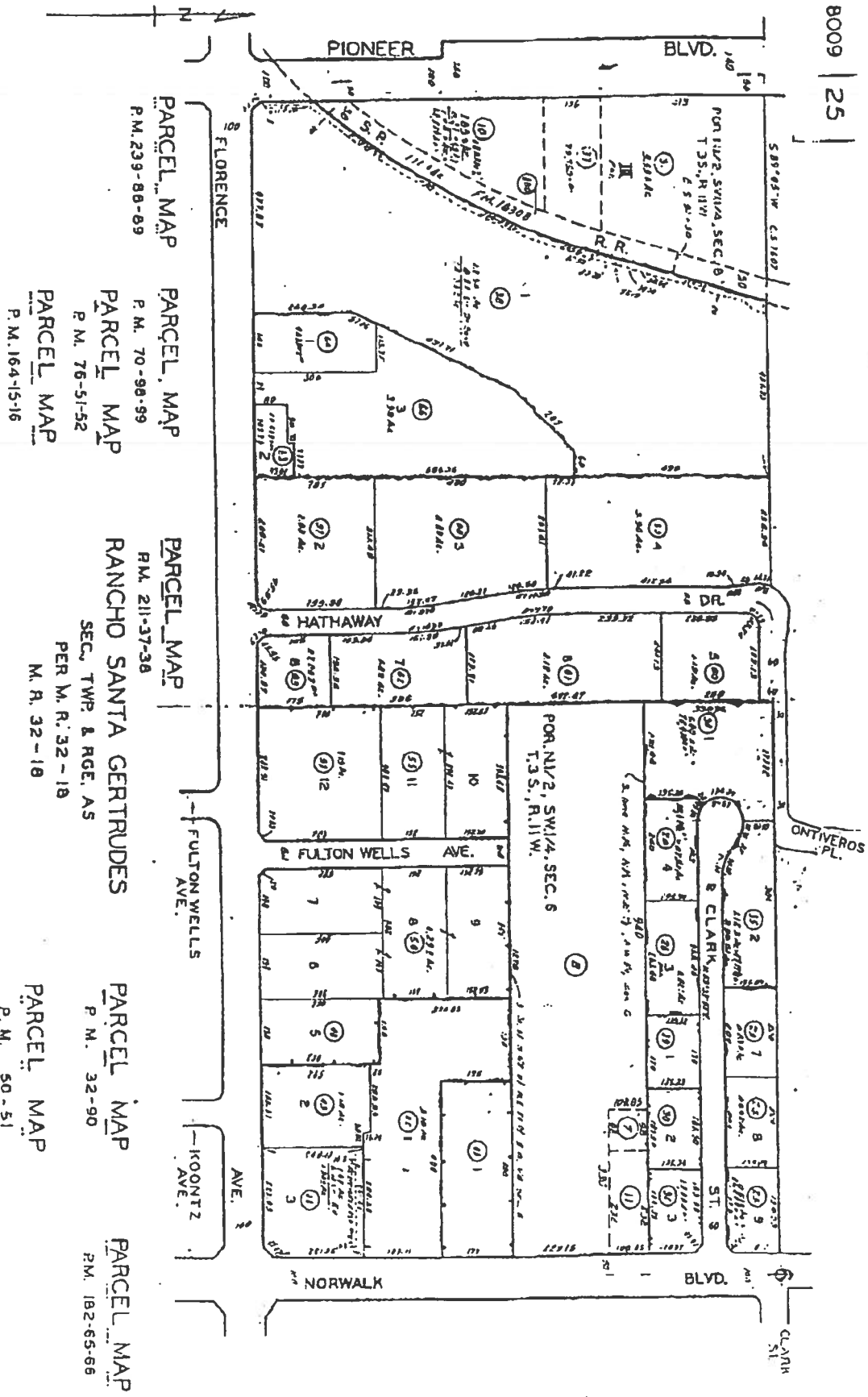
ROUTING NO. 122016066
CREDIT TO STEWART TITLE OF CALIFORNIA, INC.
ACCOUNT # 013 218811
REF: ORDER # 040034442, TITLE OFFICER NAME: LARRY MCGUIRE

WHEN INSTRUCTING THE FINANCIAL INSTITUTION TO WIRE FUNDS, IT IS VERY IMPORTANT THAT YOU REFERENCE STEWART TITLE'S ORDER NUMBER.

SHOULD YOU HAVE ANY QUESTIONS IN THIS REGARD PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.

STEWART TITLE OF CALIFORNIA, INC.

BO09 | 25



PARCEL MAP
P.M. 239-88-69

PARCEL MAP
P.M. 70-98-99

PARCEL MAP
P.M. 76-51-52

PARCEL MAP
P.M. 164-15-16

PARCEL MAP
P.M. 211-37-38

PARCEL MAP
SEC. TWP & RGE. AS
PER M. R. 32-18

PARCEL MAP
M. R. 32-18

PARCEL MAP
P.M. 32-90

PARCEL MAP
P.M. 182-65-66

PARCEL MAP
P.M. 50-51

IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS AND

EXHIBIT A

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
- (B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OR INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS, OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED THEREIN, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
- PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCHROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CITA PRELIMINARY REPORT FORM

2. AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION, THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - * LAND USE
 - * LAND DIVISION
 - * IMPROVEMENTS ON THE LAND
 - * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNATION IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY EASEMENTS OR LIENS NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS.
3. ANY FACTS ABOUT THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE FORCED REMOVAL COVERAGE IN ITEM 12 OF COVERED TITLE RISKS.
4. ANY WATER RIGHTS OR CLAIMS OR TITLE TO WATER IN OR UNDER THE LAND, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
AND

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS AND COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEE OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURES THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO THE ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR
(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
(A) TO TIMELY RECORDED THE INSTRUMENT OF TRANSFER; OR
(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING ITEMS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

AND

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PART, OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUPPLIED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (II) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

5. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE D, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.

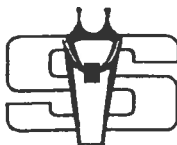
THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17, OR 24.

2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
 3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
 4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8, D, 22, 23, 24 OR 25.
 5. FAILURE TO PAY VALUE FOR YOUR TITLE.
 6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A; AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.
- THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

LOAN POLICY OF TITLE INSURANCE
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 37, 34, AND 41.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 37, 34, AND 41.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS EXCLUSION FROM COVERAGE 3 (D) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 7, 8, 15, 16, 18, 21, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 38, 39, AND 40);
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(A) THE TRANSACTION CREATING THE ESTATE OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(B) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
(C) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE,
(1) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.
7. TAXES, ASSESSMENTS, COSTS, CHARGES, DAMAGES AND OTHER OBLIGATIONS TO THE GOVERNMENT SECURED BY STATUTORY LIENS THAT BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY, BUT THIS EXCLUSION 7 DOES NOT LIMIT THE COVERAGE OF INSURING PROVISION 34.



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

Los Angeles Division

PRELIMINARY REPORT

OUR NO. 040034442

YOUR NO. 99112462

AMENDED

STEWART TITLE ESCROW
505 NORTH BRAND BLVD.
GLENDALE, CA
ATTN: MARY VENIA

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF JUNE 21, 1999 AT 7:30 A.M.

LARRY MCGUIRE & JIMMY MORADA
TITLE OFFICER
SPECIAL PROJECTS

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

EMOMG 00341

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (X)
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)
5. HOMEOWNER'S POLICY OF TITLE INSURANCE ()
6. "GOLD" COMPREHENSIVE PROTECTION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION,
BY DEED WHICH RECITES, IN ORDER TO SUPPORT THE GRANTEE AND TO
FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

328
2150

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1999-2000 WHICH ARE A LIEN NOT YET PAYABLE.

* 1.1. SAID LAND HAS BEEN DECLARED TAX DEFAULTED FOR DELINQUENT TAXES FOR THE

* FISCAL YEAR | 1997-1998
REDEEM PRIOR TO | JUNE 30, 1999
AMOUNT TO REDEEM | \$1,570.09

*Pauline said
this was
paid*

*May '98
for '97
196 + 97*

*ol: a
me: 11*

AFFECTS PARCEL NO: 8009-25-8

1.2. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1998-1999

1ST INSTALLMENT	\$1,227.25 PAID
2ND INSTALLMENT	\$1,227.24 PAID
TOTAL	\$2,454.49
EXEMPTION	NONE
CODE AREA	8009
PARCEL NUMBER	5354-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

add - due to the transfer of ownership to the insured.

3. ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

4. A RESERVATION IN THE DEED RECORDED FEBRUARY 9, 1909, IN BOOK 3569, PAGE 316 OF DEEDS, WHICH STATES IN PART:

RESERVING TO SAID J. N. WOODHEAD, HIS HEIRS, EXECUTORS AND ASSIGNS AN UNDIVIDED 1/2 INTEREST OF IN AND TO A CERTAIN WATER WELL LOCATED NEAR GRANTORS HOUSE, TO WIT ONE WELL, WINDMILL TOWER, TANK AND WATER PIPE, WITH RIGHT OF WAY OVER SAID LAND FOR SAID PIPES, SAID PARTIES JOINTLY TO BEAR THE EXPENSE OF KEEPING SAID WINDMILL, ETC. IN REPAIR.

*delete
cannot read doc*

5. A LEASE EXECUTED BY JOHN R. AGEE AND WINIFRED H. AGEE, HIS WIFE, ET AL. TO GENERAL PETROLEUM CORPORATION, A CORPORATION, OF THE PREMISES HEREINAFTER DESCRIBED, AND OTHER PROPERTY, WITH THE SOLE AND EXCLUSIVE RIGHT OF PROSPECTING THEREON AND DRILLING FOR AND REMOVING OIL, GAS, HYDROCARBON AND KINDRED SUBSTANCES THEREFROM, AND TO ESTABLISH AND MAINTAIN THEREON SUCH TANKS, BOILERS, HOUSES, ENGINES AND OTHER APPARATUS AND EQUIPMENT, POWER LINES, TELEPHONE AND TELEGRAPH LINES, PIPE LINES, ROADS AND OTHER APPURTENANCES NECESSARY IN THE OPERATION OR PRODUCTION OF SAID SUBSTANCES FROM SAID PREMISES, FOR PERIOD OF TWENTY YEARS FROM MAY 13, 1920, AND SO LONG THEREAFTER AS OIL OR GAS, HYDROCARBON OR KINDRED SUBSTANCES BE PRODUCED IN PAYING QUANTITIES BY MEANS OF ANY WELLS OR OTHER WORKS . CONSTRUCTED OR IN THE COURSE OF CONSTRUCTION AT THE EXPIRATION OF SAID TWENTY YEAR PERIOD, FOR THE RENTAL OR ROYALTY THEREIN PROVIDED. SAID LEASE PROVIDES THAT THE LESSORS SHALL HAVE THE USE OF THE SURFACE OF SAID LANDS FOR AGRICULTURAL, HORTICULTURAL AND GRAZING PURPOSES TO SUCH AN EXTENT AS WILL NOT INTERFERE WITH THE PROPER OPERATIONS OF THE LESSEE FOR OIL.

*046
Require
Oil claim
of [unclear]
From
[unclear]
an [unclear]*

FOR FURTHER PARTICULARS REFERENCE IS HEREBY MADE TO SAID LEASE RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 AS INSTRUMENT NO. 678, OF LESSEE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

6. THE RESERVATION CONTAINED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CORPORATION, FILED FOR RECORD AUGUST 16, 1922 IN BOOK 1378 PAGE 75 AS INSTRUMENT NO. 154, OFFICIAL RECORDS, AS FOLLOWS:

my deed

"RESERVING, HOWEVER, UNTO THE GRANTORS THE ROYALTIES RESERVED TO THE LESSOR UNDER THAT CERTAIN OIL AND GAS LEASE COVERING SAID PROPERTY, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118 THEREOF, OF THE RECORDS OF THE SAID LOS ANGELES COUNTY, SUBJECT TO THE SAID GRANTORS PAYING AND DISCHARGING ALL TAXES AND OTHER CHARGES IMPOSED ON THE LESSOR UNDER THE TERMS OF SAID LEASE."

"ALSO RESERVING UNTO THE SAID GRANTORS, IN THE EVENT THAT SAID OIL AND GAS LEASE BE TERMINATED, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, OF THEIR SUCCESSORS SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OF EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND

THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. AN INDENTURE OF MORTGAGE OR DEED OF TRUST, AFFECTING SAID LAND AND OTHER PROPERTY AND AFTER ACQUIRED PROPERTY, TO SECURE AN INDEBTEDNESS EVIDENCED BY BONDS, TO BE ISSUED IN SERIES AND OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED AUGUST 15, 1925, EXECUTED BY: GENERAL PETROLEUM CORPORATION, TO THE BANK OF CALIFORNIA, TRUSTEE, RECORDED DECEMBER 11, 1925 IN BOOK 5552 PAGE 71, AS INSTRUMENT NO. 1379, OFFICIAL RECORDS.

9. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN

DATED
LESSOR

NOVEMBER 20, 1939
WINIFRED H. AGEE,
GEORGE A. KOONTZ,
BESSIE KOONTZ,
A.L. LEWIS,
LOUISE N. LEWIS,
LAFAYETTE A. LEWIS,
ROSE H. LEWIS,
C. A. JOURNIGAN,
ELIZABETH JOURNIGAN,
EDWARD L. JOURNIGAN,
ALICE M. JOURNIGAN,
ROY JOURNIGAN,
MARY JOURNIGAN AND
JOHN A. AGEE

LESSEE
RECORDED
INSTRUMENT/FILE NO

HATHAWAY COMPANY, A CALIFORNIA CORPORATION
DECEMBER 15, 1939 IN BOOK 17110 PAGE 252
843, OF OFFICIAL RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN; OTHER THAN THE FOLLOWING

AND AS MODIFIED BY AN INSTRUMENT RECORDED: JUNE 30, 1941, AS INSTRUMENT/FILE NO. 1216, IN BOOK 18601 PAGE 2 OF OFFICIAL RECORDS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO | CITY OF SANTA FE SPRINGS

PURPOSE	PUBLIC ROAD AND HIGHWAY
RECORDED	FEBRUARY 15, 1962
INSTRUMENT/FILE NO	3580, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
PURPOSE	PUBLIC UTILITIES
RECORDED	JULY 9, 1968
INSTRUMENT/FILE NO	3031, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

12. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	THE CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE	STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED	APRIL 12, 1971
INSTRUMENT/FILE NO	3099, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

13. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

14. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF UNRECORDED LEASES.

15. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A SURVEY OF SAID LAND SATISFACTORY TO THIS COMPANY, OR BY INQUIRY OF THE PARTIES IN POSSESSION THEREOF.

7 Alta will show

? General appraised by seller

(14) Owner offered - we have not signed any leases

(15) Note like Alta provided

REQUIREMENT

SECTION

READ

CAREFULLY

REQUIREMENTS

1. THIS COMPANY WILL REQUIRE THE FOLLOWING DOCUMENTS IN ORDER TO INSURE A CONVEYANCE OR ENCUMBRANCE BY THE CORPORATION NAMED BELOW:

CORPORATION: MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

- (a) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES.
- (b) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, TOGETHER WITH A CERTIFICATE OF COMPLIANCE PURSUANT TO SECTION 5912 OR 7912 CORPORATIONS CODE.
- (c) IF THE ARTICLES OR BY-LAWS REQUIRE APPROVAL BY A "PARENT" ORGANIZATION, WE WILL ALSO REQUIRE A COPY OF THOSE BY-LAWS OR ARTICLES.

2. BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE ENTITY NAMED BELOW:

(A) IS VALIDLY FORMED ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED; AND

(B) IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE IT IS FORMED.

ENTITY: MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

3. PROVIDE RELEASE/RECONVEYANCE INSTRUMENTS FOR DEEDS OF TRUST OF RECORD AS FOLLOWS:

A. IF INSTITUTIONAL LENDER WE MUST BE PROVIDED A DEMAND FOR PAYMENT. IF SERVICED BY OTHER THAN THE BENEFICIARY WE MUST BE PROVIDED A COPY OF THE LOAN SERVICING AGREEMENT.

B. IF AN INDIVIDUAL LENDER WE MUST BE PROVIDED DEMAND FOR PAYMENT TOGETHER WITH THE ORIGINAL NOTE. DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE, REQUEST FOR FULL RECONVEYANCE MUST BE SIGNED BY BOTH SPOUSES IF BENEFICIAL INTEREST IS IN ONE SPOUSE ALONE.

C. IF BENEFICIARY IS A TRUST, WE MUST BE PROVIDED A FULL COPY OF SAID TRUST, TOGETHER WITH THE ORIGINAL NOTE, DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE.

*Exception
8*

D. IF LOAN IS FOR A REVOLVING LINE OF CREDIT, WE MUST BE PROVIDED A "FREEZE LETTER".

4. THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE'S BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

5. A.L.T.A. OWNER'S POLICY REQUEST

IF WE ARE ASKED TO ISSUE OUR A.L.T.A. OWNERS POLICY OF TITLE INSURANCE, WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

A) A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING TOGETHER WITH COPIES OF ALL LEASES:

B) AN A.L.T.A. SURVEY OF SAID LAND.

6. IT IS THE POLICY OF THIS COMPANY TO MAKE ALL REQUIRED PAYOFFS.

THE COMPANY WILL REQUIRE CURRENT, WRITTEN PAYOFF DEMANDS ADDRESSED TO STEWART TITLE OF CALIFORNIA, INC. OR OUR ESCROW CUSTOMER. NONCURRENT AND EXPIRED DEMANDS WILL NORMALLY NOT BE ACCEPTABLE BUT THEY MAY BE ACCEPTED AT THE DISCRETION OF THE COMPANY IF VERBAL UPDATING CAN BE OBTAINED.

THE COMPANY WILL HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY NONCURRENT OR EXPIRED BENEFICIARY DEMAND, WHETHER OR NOT VERBALLY UPDATED.

THE COMPANY WILL ALSO HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY DEMAND WHICH INCLUDES A PAYMENT MADE WITHIN 14 DAYS OF CLOSING UNLESS THE COMPANY HAS BEEN PROVIDED WITH SATISFACTORY PROOF OF PAYMENT (I.E. A CANCELLED CHECK OR WRITTEN CONFIRMATION OF CHECK CLEARANCE.)

PLEASE BE ADVISED THAT THE COMPANY WILL REQUIRE THAT THE BENEFICIARY OR BENEFICIARIES SIGN AN ESTIMATED CLOSING COST STATEMENT ANYTIME WE ARE PRESENTED FOR PAYOFF A NET PROCEEDS DEMAND OR A DEMAND IN WHICH THE BENEFICIARY OR BENEFICIARIES ARE ACCEPTING FOR PAYOFF LESS THAN WHAT THEY ARE OWED.

7. THE REQUIREMENT THAT STEWART TITLE OF CALIFORNIA, INC. BE INFORMED OF WHAT TYPE OF TITLE INSURANCE COVERAGE/POLICIES ARE BEING REQUESTED, SO THAT WE MAY PROVIDE YOU WITH ANY ADDITIONAL

Standard Coverage

040034442

REQUIREMENTS OR EXCEPTIONS THAT WE MAY HAVE OR THAT APPLY.

NOTES

LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS THAT IS BASED ON:

(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR

(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR LIEN CREDITOR.

SPECIAL NOTICE

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. FUNDS RECEIVED BY STEWART TITLE OF CALIFORNIA, INC. VIA WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS RECEIVED VIA CASHIERS CHECKS OR TELLER CHECKS MAY BE DISBURSED ON THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS INCLUDING SHORTAGE CHECKS ARE DISBURSED TO THIS COMPANY OTHER THAN BY TELLERS CHECK, CASHIERS CHECK, WIRE TRANSFER OR CASH, DISBURSEMENTS OF ESCROW OR SUB-ESCROW FUNDS, YOU SHOULD CONTACT YOUR TITLE OFFICER OR ESCROW OFFICER.

WIRING INSTRUCTIONS

IF YOU ANTICIPATE HAVING FUNDS WIRED TO STEWART TITLE OUR WIRING INFORMATION IS AS FOLLOWS:

ADDITIONAL NOTE: DIRECT WIRE TRANSFERS TO:

CITY NATIONAL BANK
5601 E. SLAUSON AVE
CITY OF COMMERCE, CALIFORNIA 90040

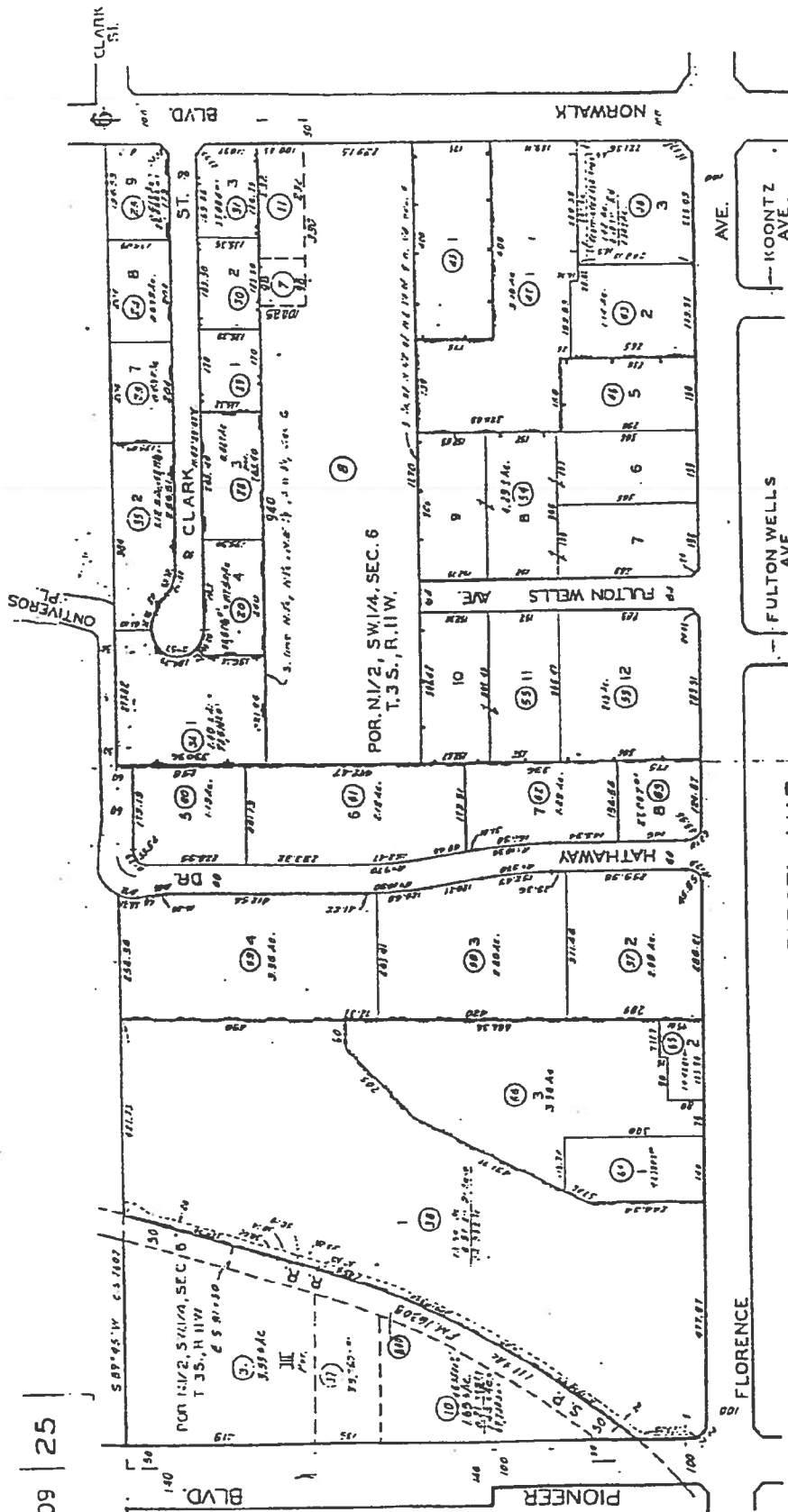
ROUTING NO. 122016066
CREDIT TO STEWART TITLE OF CALIFORNIA, INC.
ACCOUNT # 013 218811
REF: ORDER # 040034442, TITLE OFFICER NAME: LARRY MCGUIRE

WHEN INSTRUCTING THE FINANCIAL INSTITUTION TO WIRE FUNDS, IT IS VERY IMPORTANT THAT YOU REFERENCE STEWART TITLE'S ORDER NUMBER.

SHOULD YOU HAVE ANY QUESTIONS IN THIS REGARD PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.

STEWART TITLE OF CALIFORNIA, INC.

8009 | 25 |



PARCEL MAP
P.M. 239-88-89

PARCEL MAP
P.M. 70-98-99

PARCEL MAP
P.M. 211-37-38

PARCEL MAP
RANCHO SANTA GERTRUDES
SEC. 2, TWP. 1 & RGE. AS
PER M. R. 32-1B
M. R. 32-10

PARCEL MAP
P.M. 32-90

PARCEL MAP
P.M. 182-65-66

PARCEL MAP
P.M. 164-15-16

PARCEL MAP
P.M. 164-15-16

PARCEL MAP
P.M. 32-90

PARCEL MAP
P.M. 182-65-66

IMPORTANT: THIS PLAT IS NOT A SURVEY. IT IS FURNISHED AS A CONVEYANCE TO LOCATE THE LAND IN RELATION TO ADJOINING STREETS AND OTHER LANDS AND NOT TO GUARANTEE ANY STRUCTURAL DEFECTS.

CLTA PRELIMINARY REPORT FORM

EXHIBIT A

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OR INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS, OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

2. AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:
 - * LAND USE
 - * LAND DIVISION
 - * IMPROVEMENTS ON THE LAND
 - * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
2. ANY EASEMENTS OR LIENS NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS.
3. ANY FACTS ABOUT THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE FORCED REMOVAL COVERAGE IN ITEM 12 OF COVERED TITLE RISKS.
4. ANY WATER RIGHTS OR CLAIMS OR TITLE TO WATER IN OR UNDER THE LAND, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

AND

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE

EXCLUSIONS AND COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURES THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL OR TO THE EXTENT INSURANCE IS AFFORDED HEREIN AS TO THE ASSESSMENTS FOR STREET IMPROVEMENTS UNDER CONSTRUCTION OR COMPLETED AT DATE OF POLICY); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR
 - (III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORDED THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

AND

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - (I) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (II) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

CLTA PRELIMINARY REPORT FORM

THE ABOVE POLICY FORMS MAY BE ISSUED TO AFFORD EITHER STANDARD COVERAGE OR EXTENDED COVERAGE. IN ADDITION TO THE ABOVE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE IN A STANDARD COVERAGE POLICY WILL INCLUDE THE FOLLOWING GENERAL EXCEPTIONS:

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR BY MAKING INQUIRY OF PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

5. CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6-2-98)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-17-98)

EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES ORDINANCES, LAWS AND REGULATIONS CONCERNING:
 - A. BUILDING
 - B. ZONING
 - C. LAND USE
 - D. IMPROVEMENTS ON LAND
 - E. LAND DIVISION
 - F. ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS IF NOTICE OF THE VIOLATION OR ENFORCEMENT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 14, 15, 16, 17, OR 24.

2. THE FAILURE OF YOUR EXISTING STRUCTURES, OR ANY PART OF THEM, TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE BUILDING CODES. THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OF BUILDING CODES IF NOTICE OF THE VIOLATION APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE.
3. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:
 - A. NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS AT THE POLICY DATE; OR
 - B. THE TAKING HAPPENED BEFORE THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING.
4. RISKS:
 - A. THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU, WHETHER OR NOT THEY APPEAR IN THE PUBLIC RECORDS;
 - B. THAT ARE KNOWN TO YOU AT THE POLICY DATE, BUT NOT TO US, UNLESS THEY APPEAR IN THE PUBLIC RECORDS AT THE POLICY DATE;
 - C. THAT RESULT IN NO LOSS TO YOU; OR
 - D. THAT FIRST OCCUR AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 7, 8.D, 22, 23, 24 OR 25.
5. FAILURE TO PAY VALUE FOR YOUR TITLE.
6. LACK OF A RIGHT:
 - A. TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN PARAGRAPH 3 OF SCHEDULE A;
AND
 - B. IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH THE LAND.THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN COVERED RISK 11 OR 18.

REV. 1999

STEWART TITLE GUARANTY COMPANY

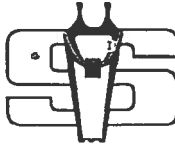
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EMOMG 00359

**6. "GOLD" COMPREHENSIVE PROTECTION
LOAN POLICY OF TITLE INSURANCE
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS EXCLUSION FROM COVERAGE 3 (D) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 7, 8, 15, 16, 18, 21, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 38, 39, AND 40);
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
(A) THE TRANSACTION CREATING THE ESTATE OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
(B) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
(C) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE;
(I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
(II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.
7. TAXES, ASSESSMENTS, COSTS, CHARGES, DAMAGES AND OTHER OBLIGATIONS TO THE GOVERNMENT SECURED BY STATUTORY LIENS THAT BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY, BUT THIS EXCLUSION 7 DOES NOT LIMIT THE COVERAGE OF INSURING PROVISION 34.



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

July 1, 1999

Mobil Foundation, Inc.
Attn: Maureen Toomey
3225 Gallows Road - 8A117
Fairfax, VA 22037-0001

Re: Escrow # 99112462 The O'Donnell Group, Inc.
Property Address: 10607 Norwalk Blvd
Santa Fe Springs, CA

Dear Ms. Toomey:

In response to our phone conversation today, sending the following for your reference:

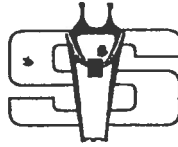
COPY OF LETTER SENT TO BUYER ON 6/30/99
VIA FEDERAL EXPRESS
WITH COPY OF UNDERLYING DOCUMENTS
WITH COPY OF WIRE INSTRUCTIONS

Should you have any questions, comments or concerns, please do not hesitate to contact the undersigned.

Sincerely,

Mary Venia
Commercial Escrow Officer

VIA FEDERAL EXPRESS



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division

505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203

(818) 240-9757

June 30, 1999

The O'Donnell Group, Inc.
Attn: Douglas O'Donnell, President
3 Civic Plaza, Suite 160
Newport Beach, CA 92660

Re: Escrow # 99112462 Mobile / The O'Donnell Group Inc
Property Address: 10607 Norwalk Blvd
Santa Fe Springs, CA

Dear Mr. O'Donnell:

In connection with the above referenced escrow, we enclose the following:

1. REVISED CONTRACT AGREEMENT ESCROW INSTRUCTIONS
DATED 6/30/99
2. WIRE INSTRUCTIONS
3. PRELIMINARY TITLE REPORT (AMENDED) DATED
AS OF JUNE 21, 1999
4. UNDERLYING DOCUMENTS AS LISTED IN PRELIMINARY REPORT

Please review, sign and initial as indicated and return one copy to escrow. Keep copy for your file reference.

Should you have any comments, questions or concerns, please do not hesitate to contact this office.

Sincerely,

Mary Venia
Commercial Escrow Officer

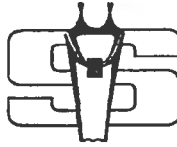
Via Federal Express

EXCEPTION

NUMBER

4

wire



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

**WIRE INSTRUCTIONS
ESCROW TRUST ACCOUNT**

Please find below Wiring Instructions for Escrow # 99112462

All funds wired should be directed to:

Bank	CITY NATIONAL BANK
Branch	City of Commerce Office
Address	5601 E. Slauson Avenue
City/State	Commerce, CA 90040
ABA	1220-1606-6
Credit Account No.	for STEWART TITLE OF CALIFORNIA, INC., Escrow Trust Account
Account No.	013-023-077
Reference	Escrow Officer - Mary Venia Escrow Number - 99112462

If you have any questions regarding this matter, please do not
hesitate to contact this office.

Grant deed and other

Grant's End. 1861

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the same

State of Oregon, County of Multnomah

On the 1st day of January in the year nineteen hundred and seven before me, J. C. Perry, Auditor of the State and the said County residing therein and duly qualified and competent to do so, personally appeared Sarah F. Perry known to me to be the person whose name is said to be described in the within instrument and who acknowledged that she executed the same.

Witness my hand and official seal this 1st day of January 1861.

J. C. Perry, Auditor of the State and the said County of Oregon.

Subscribed and sworn to by me, J. C. Perry, Auditor of the State and the said County of Oregon.

Witness my hand and official seal this 1st day of January 1861.

J. C. Perry, Auditor of the State and the said County of Oregon.

Subscribed and sworn to by me, J. C. Perry, Auditor of the State and the said County of Oregon.

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Witness my hand and official seal this 1st day of January 1861.

J. C. Perry, Auditor of the State and the said County of Oregon.

keeping said windmill, etc. upon

the ground to hold the same in

trust for said party

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EXCEPTION

NUMBER

5

6-23-20

#678

(138 1/8 acres)

#5

O.H.
A.P.
O.H.
D.W.H.
H.F.

This Indenture of Lease, made and entered into this 13th day of May, 1920, by and between John R. Agee and Winifred H. Agee, his wife, C.A. Journigan and Elizabeth Journigan, his wife, George A. Koontz and Bessie Koontz, his wife, A.L. Lewis and Louise M. Lewis, his wife, and LaPayette A. Lewis and Rose H. Lewis, his wife, hereinafter called the Lessors, and the General Petroleum Corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in San Francisco, California, hereinafter called the Lessee,

Witnesseth: That the lessors for and in consideration of the sum of Ten and no/100 Dollars, (\$10.00) receipt whereof is hereby acknowledged, leases to the lessee all of these certain pieces or parcels of land situate in the County of Los Angeles, State of California, and more particularly described as follows, respectively, to-wit:

The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., containing Ten (10) acres, more or less; The South one-half of the Northeast quarter of the Southwest

quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., containing Twenty (20) acres, more or less; The North one-half of the Southeast quarter of the Southwest quarter, and the North one-half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., and containing Twenty (20) acres, more or less; Excepting therefrom, that parcel of land described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West; thence running Easterly along the North line of said quarter Two Hundred Twenty (220) feet to a point; thence Southerly Three Hundred Ninety-six (396) feet to a point; thence Westerly Two Hundred Twenty (220) feet to a point; thence Northerly Three Hundred Ninety-six (396) feet to point of beginning, and containing Two (2) acres. Also excepting therefrom, that parcel of land described as follows: Beginning at the Northeast corner of the land of W.P. Gill, being the Southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Westerly along the North line of said land of W.P. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1 1/2) acres.

The West one-half of the Southwest quarter of the Southeast quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., and containing Twenty (20) acres, more or less. Beginning at the Northeast corner of the land of W.P. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M.; thence Westerly along the North line of said land of W.P. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1 1/2) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West.

The said Lessors do hereby agree to pool their interest in this lease and agree, during the term of this agreement that each owner shall receive all benefits accruing to the whole lease

organized and existing under and by virtue of the laws of the State of California, with its principal place of business in San Francisco, California, hereinafter called the Lessee,

Witnesseth: That the lessors for and in consideration of the sum of Ten and no/100 Dollars, (\$10.00) receipt whereof is hereby acknowledged, leases to the lessee all of those certain pieces or parcels of land situate in the County of Los Angeles, State of California, and more particularly described as follows, respectively, to-wit:

The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.E. & M., containing Ten (10) acres, more or less; The South one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.E. & M., containing Twenty (20) acres, more or less; The North one-half of the Southeast quarter of the Southwest quarter, and the North one-half of the Southwest quarter of the Southeast quarter of the Southwest quarter, of Section Six, Township Three South, Range Eleven West, S.B.E. & M., and containing Twenty five (25) acres, more or less; Excepting therefrom, that parcel of land described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West; thence running Easterly along the North line of said quarter Two Hundred Twenty (220) feet to a point; thence Southerly Three Hundred Fifty (350) feet to a point; thence Westerly Two Hundred Twenty (220) feet to a point; thence Southerly Three Hundred Ninety-six (396) feet to a point, beginning, and containing therefrom, that parcel of land described as follows: Beginning at the Southeast corner of said land of W.P. Gill, being Southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Easterly along the North line of said land of W.P. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing therefrom one-half (1/2) acres.

The West one-half of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.E. & M., containing Twenty (20) acres, more or less. Beginning at the Northeast corner of the land of W.P. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.E. & M.; thence Westerly along the North line of said land of W.P. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing therefrom one-half (1/2) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West.

The said Lessors do hereby agree to pool their interest in this lease and agree, during the term of this agreement that each owner shall receive all benefits accruing to the whole lease and that the acreage owned by each lessor bears to the entire acreage covered by this lease.

Said lease shall be on the following terms and conditions:

Said lease shall continue for a period of twenty (20) years from and after the date of this lease.

Thereafter as oil, gas, hydro-carbons or kindred substances are discovered on the land, the lease shall continue for as long a term as such substances are produced in paying quantities by means of any well or other works constructed on the land.

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construction at the expiration of said period of twenty (20) years; provided, that all wells in course of construction shall be completed as herein contemplated and defined for completed wells with all due diligence.

2. Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for and removing oil, gas, hydro-carbon and kindred substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines, and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads, and other appurtenances which may be necessary or convenient in the operation or production of said substances from said property hereunder. Lessee shall have the right during the term of the lease to drill for and develop such water on said premises as it may require in its operation.

3. The lessee agrees to start the drilling of a well for oil with Standard or rotary tools on the demised premises, within eighteen (18) months from the date of this agreement, and to prosecute the work of drilling such well continuously and with due diligence until a depth of 4500 feet has been reached, unless oil is discovered in paying quantities at a lesser depth or unless such formations are encountered at a lesser depth which would indicate to the geologist of the lessee, that further drilling would be unsuccessful.

4. After discovery of oil in paying quantities in the first well, or its abandonment, the lessee agrees to commence the drilling of a second well within ninety (90) days thereafter, and thereafter continuously operate one string of tools, allowing ninety (90) days between the completion of one well and the commencement of the next succeeding, until one well has been drilled on each ten (10) acres. Nothing herein, however, shall be construed to limit the number of wells which the lessee may drill should it be elected, in excess of the number thereinabove specified, and if, in the opinion of its geologist, conditions justify, two wells will be drilled to each ten (10) acres.

Provided, further, that during the eighteen (18) months above mentioned, or during the twelve (12) months extension hereinafter provided, for, in which to begin drilling, that, if any of the wells now being drilled by the Union Oil Company, (known as Bell No. 1 and Myer No. 4); or the Wilshire Oil Company (known as Myer No. 1); or the Amalgamated Oil Company (known as Butterworth No. 1); or any well that may be drilled thereafter by any of the above companies, or any other company, between any of the four mentioned wells, and the demised property, should come in as a well in paying quantities, then within ninety (90) days thereafter, the first well to be drilled under the terms of this agreement shall be commenced and thereafter diligently prosecuted.

Provided, further, that if the first well completed on the premises covered by this lease, should produce in excess of one hundred fifty (150) barrels per day of twenty-four hours, either by pumping or natural flow, then in that event the second well shall commence in eighty (80) days thereafter, and the third well in one hundred fifty (150) days after said first well has been completed. The fourth and following wells thereafter shall allow ninety (90) days between the completion or abandonment of one well and the commencement of the next succeeding as above specified.

drilling for and removing oil, gas, hydro-carbon and kindred substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines, and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads, and other appurtenances which may be necessary or convenient in the operation or production of said substances from said property hereunder.

Lessee shall have the right during the term of the lease to drill for and develop such water on said premises as it may require in its operation.

3. The lessee agrees to start the drilling of a well for oil with standard or rotary tools on the demised premises, within eighteen (18) months from the date of this agreement, and to prosecute the work of drilling such well continuously and with due diligence until a depth of 4500 feet has been reached, unless oil is discovered in paying quantities at a lesser depth or unless such formations are encountered at a lesser depth which would indicate to the geologist of the lessee, that further drilling would be unsuccessful.

4. After discovery of oil in paying quantities in the first well, or its abandonment, the lessee agrees to commence the drilling of a second well within ninety (90) days thereafter, and thereafter continuously operate one string of tools, allowing ninety (90) days between the completion of one well and the commencement of the next succeeding, until one well has been drilled to each ten (10) acres. Nothing herein however, shall be construed to limit the number of wells which the lessee may drill should it so elect, in excess of the number thereinabove specified, and if, in the opinion of its geologist, conditions justify, two wells will be drilled to each ten (10) acres.

Provided, further, that during the eighteen (18) months above mentioned, or during the twelve (12) months extension hereinafter provided, for, in which to begin drilling, that, if any of the wells now being drilled by the Union Oil Company, (known as Bull No. 1 and Myer No. 1); or the Wilshire Oil Company (known as Myer No. 1); or the Amalgamated Oil Company (known as Butterworth No. 1); or any well that may be drilled thereafter by any of the above, and any other company, between any of the four mentioned wells, and the demised property, shall produce in paying quantities, then within ninety (90) days thereafter, the first well to be drilled under the terms of this agreement shall be commenced and thereafter drilled and abandoned.

Provided, further, that if the first well completed on the premises covered by this lease, should produce in excess of one hundred fifty (150) barrels per day, of twenty-four hours, either by pumping or natural flow, then in that event the second well shall be commenced in eighty (80) days thereafter, and the third well in one hundred fifty (150) days after said first well has been completed. The fourth and following wells thereafter shall allow ninety (90) days between the completion or abandonment of one well and the commencement of the next succeeding as above specified.

5. Lessee may at any time before discovery of oil on the demised premises, quit-claim the said property to the lessor, their successors or assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall thereupon cease and terminate.

6. After discovery of oil the lessee may at any time quitclaim any part of said land to the lessors, their successors or assigns. Upon the quit-claiming of any part of the land to the lessors, their successors or assigns, or on the expiration of the twenty (20) year period, no further well shall be drilled upon said property and all rights of the lessee therein shall cease.

except that the lessee shall have the right to operate, deepen, re-drill and properly maintain all producing wells upon the property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operation. Except as herein provided, full right to said land shall re-vest in the lessors, free and clear of all claims of the lessee, except that the lessors, their successors or assigns, shall not drill any wells on said lands within an area of three hundred (300) feet in the form of a square surrounding each producing well, or any well that may be drilling continuously and with due diligence at that time.

7. In the event of discovery of oil in any well on adjacent properties within one hundred fifty (150) feet of the boundary line of the demised premises, and the production of oil therefrom in paying quantities, for a period of thirty (30) days, then within ninety (90) days thereafter, a well shall be commenced by the lessee to offset such producing well on the adjacent property.

8. Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, delays, transportation, interference by State or Federal action or upon satisfactory proof by the lessee of their due diligence to secure essential materials, and of their inability to procure same in the open market, if such material is not on hand, or other causes beyond the reasonable control of the lessee, or so long as oil of the quality produced on said property shall be less than fifty cents (50¢) per barrel at the well. No extension under this clause, however, shall exceed in the aggregate twelve (12) months. This shall not operate however, as an extension of the eighteen months period in which to begin the payment of the monthly rental as hereinafter specified.

9. The lessee may, by giving the lessors written notice of intention so to do, extend the period of commencing the first well for an additional year, by paying to the lessors a rental of Seven Hundred Thirty and no/100 Dollars (\$730.00) per month payable monthly in advance in lieu of drilling. Said monthly rental shall cease when actual drilling has commenced.

10. The lessee shall have the free use of so much of the oil, water, or gas produced on said property, as may be required in the operation of the property. The lessee however, shall permit the lessors in the event gas is produced on said premises, to pipe the same at the lessor's own expense and risk, to their homes and dwellings and use the same for their domestic and irrigation uses, without charge.

11. Other than the oil specified in paragraph 10 hereof, the lessee shall pay as a rental or royalty for the use of said land, one-sixth ($1/6$) of all oil, gas, hydro-carbon and kindred substances produced and saved thereon, said payment to be made in money or in kind at the lessor's option. If the rental is paid in kind, the oil shall be delivered into tanks maintained on the property for that purpose as produced, and the previous month's production shall be stored for a period not exceeding thirty (30) days, without charge. If the royalty is paid in money, then the lessee shall pay to the lessors on the 20th day of each and every calendar month, one-sixth ($1/6$) of the market price at the well, of all oil produced from said property during the preceding calendar month. The option to the lessors to take the royalty in money or in kind, shall only be exercised once every six months and then on thirty (30) days notice in writing to the lessee. If no notice is given, it shall be deemed and understood that the royalties are to be paid in money. Whether payments are made in money or in kind, a statement shall be

well that may be drilling continuously and with due diligence at that time.

7. In the event of discovery of oil in any well on adjacent properties within one hundred fifty (150) feet of the boundary line of the demised premises, and the production of oil therefrom in paying quantities, for a period of thirty (30) days, then within ninety (90) days thereafter, a well shall be commenced by the lessee to offset such producing well on the adjacent property.

8. Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, delays, transportation, interference by State or Federal action or upon satisfactory proof by the lessee of their due diligence to secure essential materials, and of their inability to procure same in the open market, if such material is not on hand, or other causes beyond the reasonable control of the lessee, or so long as oil of the quality produced on said property shall be less than fifty cents (50¢) per barrel at the well. No extension under this clause, however, shall be made in the aggregate twelve (12) months. This shall not operate however, as an extension of the eighteen months period in which to begin the payment of the monthly rental as hereinafter provided.

9. The lessee may, by giving the lessors written notice of intention to suspend, extend the period of commencing the first well for an additional year, by paying to the lessors a rental of Seven Hundred thirty and no/100 Dollars (\$730.00) per month payable monthly in lieu of drilling. Said monthly rental shall cease when actual drilling has commenced.

10. The lessee shall have the free use of so much of the oil, water, or gas produced on said property, as may be required in the operation of the property. The lessee, however, shall be obligated to the lessors in the event gas is produced on said premises, to pipe the same at the lessee's expense and risk, to their homes and dwellings and use the same for their domestic and household uses, without charge.

11. Other than the well specified in paragraph 10 hereof, the lessee shall pay, as a royalty or royalty for the use of said land, one-sixth (1/6) of all oil, gas, hydro-carbon and kindred substances produced and saved thereon, said payment to be made in money or in kind at the lessor's option.

If the rental is paid in kind, the oil shall be delivered into tanks maintained on the property for that purpose as produced, and the previous month's production shall be stored for a period not exceeding thirty (30) days, without charge. If the royalty is paid in money, then the lessee shall pay to the lessors on the 23rd day of each and every calendar month, one-sixth (1/6) of the market price at the well, of all oil produced from said property during the preceding calendar month. The option to the lessors to take the royalty in money or in kind, shall only be exercised once every six months and then on thirty (30) days notice in writing to the lessee. If no notice is given, it shall be deemed and understood that the royalties are to be paid in money. Whether payments are made in money or in kind, a statement shall be sent to the lessors each and every month, of the production for the preceding month, and said statements are to accompany all payments sent to lessors to depository hereinafter named.

12. The lessee shall be under no obligation to store or sell gas; if any gas is sold, then on the 23rd day of each month, the proceeds of such sale shall be paid to the lessors.

the proceeds of all gas sold during the preceding calendar month. If casing-head gasoline² is manufactured on the premises, or elsewhere, from gas produced in said well, then the lessee shall pay to the lessors one-sixth ($1/6$) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

13. That lessee will well and truly pay before delinquency, all taxes and assessments levied or assessed against all personal property upon the demised premises which may be owned by it, and five-sixths ($5/6$) of all taxes and assessments levied or assessed against mineral or mineral rights, or in the event that mineral or mineral rights are not assessed separately, the lessee will pay five-sixths ($5/6$) of all taxes or assessments levied upon any increase in the assessed value of said land over the amount as fixed by the fiscal year in which drilling commenced.

Upon failure of the lessors to pay their proportion of said taxes, the lessee is hereby authorized to pay same and deduct the lessor's share therefrom, the amount of royalties which shall fall due, together with seven per cent (7%) interest per annum thereon from date of payment.

Upon failure of the lessee to pay their proportion of said taxes, the lessors may advance same and the lessee shall repay same together with seven per cent (7%) interest per annum thereon, from the date of such payments.

14. All payments to the lessors shall be made by paying the same into Bank of Norwalk, at Norwalk, California, or such other depository as Lessors may designate in the County of Los Angeles.

All payments so made, whether of rental or royalty, shall constitute full compliance with the terms of this lease by lessee, and lessee shall not be obligated to see to proper distribution of any payment among the several lessors. Provided, further, that the receipt of said payments by the depository named, shall not be taken as an acceptance by the lessors or the lessee of the correctness of such payment.

15. A well in paying quantities is hereby defined as follows: A well that produces fifty (50) barrels per day of twenty-four hours from a depth of three thousand (3000) feet, or less, under a thirty (30) day pumping test; or a well that produces one hundred (100) barrels per day of twenty-four hours from a depth in excess of three thousand (3000) feet under a thirty (30) day pumping test. This definition shall not apply to wells to be operated on the expiration of the twenty year period, or on the abandonment of a portion of the premises, and in such case, the lessee may operate such well as the lessee in his discretion shall deem sufficiently productive to operate.

16. Lessee shall carry on all operations in a careful workmanlike manner and in accordance with the laws of the State of California. Lessee shall keep full record of the operation and production and sales of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the lessors. Whenever requested by the lessors, the lessee shall furnish to the lessors a copy of the logs of all wells drilled on said property. The lessee shall permit the lessors to inspect and test the appliances used for pumping oil or other products at all reasonable times.

17. The lessors shall have a right to the use of the surface of the land for agricultural, horticultural and grazing purposes, to such an extent as will not interfere with the proper operations of the lessee for oil. The lessee agrees to conduct these operations so as to interfere

or assessed against all personal property upon the demised premises which may be owned by it, and five-sixths (5/6) of all taxes and assessments levied or assessed against mineral or mineral rights, or in the event that mineral or mineral rights are not assessed separately, the lessee will pay five-sixths (5/6) of all taxes or assessments levied upon any increase in the assessed value of said land over the amount as fixed by the fiscal year in which drilling commences.

Upon failure of the lessors to pay their proportion of said taxes, the lessee is hereby authorized to pay same and deduct the lessor's share therefrom, the amount of royalties which shall fall due, together with seven per cent (7%) interest per annum thereon from date of payment.

Upon failure of the lessee to pay their proportion of said taxes, the lessors may advance same and the lessee shall repay same together with seven per cent (7%) interest per annum thereon, from the date of such payments.

14. All payments to the lessors shall be made by paying the same into Bank of Norwalk, at Norwalk, California, or such other depository as Lessors may designate in the County of Los Angeles.

All payments so made, whether of rental or royalty, shall constitute full compliance with the terms of this lease by lessee, and lessee shall not be obligated to see to proper distribution of any payment among the several lessors. Provided, further, that the receipt of said payments by the depository named, shall not be taken as an acceptance by the lessors or the lessee of the correctness of such payment.

A well in paying quantities is hereby defined as follows: A well that produces fifty (50) barrels per day of twenty-four hours from a depth of three thousand (3000) feet, or less, or a well that produces one hundred (100) barrels per day of twenty-four hours from a depth in excess of three thousand (3000) feet under a thirty (30) day pumping test.

This definition shall not apply to wells to be operated on the premises during the twenty year period, or on the abandonment of a portion of the premises, and in such cases the lessors may operate such well as the lessee in his discretion shall deem sufficient.

The lessors shall operate all operations in a careful workmanlike manner and in accordance with the laws of the State of California.

Lessee shall keep full record of the operation and production of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the lessors. Whenever requested by the lessors, the lessee shall furnish to the lessors a copy of the logs of all wells on the property.

The lessee shall permit the lessors to inspect and test the appliances and equipment used in the production of oil or other products at all reasonable times.

The lessors shall have a right to the use of the surface of the land for agricultural, horticultural and grazing purposes, to such an extent as will not interfere with the proper operations of the lessee for oil. The lessee agrees to conduct these operations so as to interfere as little as is consistent with the economical operations of the properties hereof, with the use of the land for agricultural, horticultural or grazing purposes, and agrees to pay for any damage which may be done to growing crops, or trees through his operation or negligence, within sixty (60) days of such injury or damage. If any of the fences existing on said land are out

or removed by the lessee for his purposes, the lessee shall establish a good and substantial gate or rebuild same at such point. Whenever requested by the lessors in writing, the lessee shall fence all camp holes or other openings.

It is further agreed that the lessee shall pay the lessors the sum of One Hundred Dollars (\$100.00) for each lemon, orange, or other bearing fruit tree destroyed or removed; and the sum of Fifty Dollars (\$50.00) for any non-bearing lemon, orange or other fruit or ornamental tree destroyed or removed; and the sum of Two Hundred Dollars (\$200.00) for any matured walnut trees destroyed or removed. Bearing orange, lemon or other fruit trees used in this connection, shall be considered as trees of the age of four years or over, and bearing walnut trees of the age of six years or over. Payments for the destruction or removal of such trees shall be made within sixty (60) days of such injury.

The lessee agrees to bury and cover all pipe lines that it may place upon said premises in connection with the conveyance of water, gas, steam, oil, or other commodity, to a depth that will obviate any interference with plowing or other agricultural operations upon the demised land, and in any event so that the top of each pipe shall at all times be at least eighteen inches below the adjacent soil surface.

18. The first well to be drilled on each parcel of the demised property shall not be located within two hundred (200) feet of any dwelling on said property at the date of this lease.

19. The lessee shall have at any time the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances, or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided however, that in the case of an abandonment of any well, if the lessors shall desire to retain the same as a water well, they may notify the lessee to that effect, and thereupon the lessee shall leave such casing in the well as the lessors shall require, and the lessors shall pay to the lessee fifty per cent (50%) of the cost of such casing in the ground above the water producing strata.

20. In the event of any dispute as to any of the terms of this lease, or of the performance of any of the conditions thereof, by the lessee, the same shall be submitted to arbitration, one arbitrator shall be appointed by the lessee and one by the lessors, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties hereto.

21. In the event of any breach of any of the terms or conditions of this lease by the lessee and the failure to remedy the same within thirty (30) days after written notice from the lessors so to do, then, at the option of the lessors this lease shall forthwith cease and terminate, and all rights of the lessee in, and to said land will be at an end.

22. Any notices from the lessors to the lessee may be given by sending the same by registered mail addressed to the lessee at his office in the Higgins Building, in the City of Los Angeles, California, and the lessee or his successors or assigns, may at any time, by written notice to the lessors, change the place of giving notice, and after such written notice to the lessors by registered mail, the lessors shall send all notices intended for the lessee or his successors or assigns, to the address which may be so indicated.

23. Any notices from the lessee to the lessors may be given by sending the same by registered mail addressed to the lessors at Bank of Norwalk, Norwalk, California.

24. All work done on the land by the lessee shall be at the lessee's sole cost and expense, and lessee further agrees to protect said land, and the lessors from all claims of contractors,

destroyed or removed; and the sum of Two Hundred Dollars (\$200.00) for any matured walnut trees destroyed or removed. Bearing orange, lemon or other fruit trees used in this connection, shall be considered as trees of the age of four years or over, and bearing walnut trees of the age of six years or over. Payments for the destruction or removal of such trees shall be made within sixty (60) days of such injury.

The lessee agrees to bury and cover all pipe lines that it may place upon said premises in connection with the conveyance of water, gas, steam, oil, or other commodity, to a depth that will obviate any interference with plowing or other agricultural operations upon the demised land, and in any event so that the top of each pipe shall at all times be at least eighteen inches below the adjacent soil surface.

18. The first well to be drilled on each parcel of the demised property shall not be located within two hundred (200) feet of any dwelling on said property at the date of this lease.

19. The lessee shall have at any time the right to remove houses, tanks, pipe lines, structures, casing or other equipment, appurtenances, or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided however, in the case of an abandonment of any well, if the lessors shall desire to retain the

water well, they may notify the lessee to that effect, and thereupon the lessee shall install casing in the well as the lessors shall require, and the lessors shall pay to the lessee fifty per cent (50%) of the cost of such casing in the ground above the water level.

20. In the event of any dispute as to any of the terms of this lease, or of any of the conditions thereof, by the lessee, the same shall be submitted to arbitration. An arbitrator shall be appointed by the lessee and one by the lessors, and a third arbitrator shall be appointed by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon the parties hereto.

21. In the event of any breach of any of the terms or conditions of this lease by the lessee and the failure to remedy the same within thirty (30) days after written notice from the lessors so to do, then, at the option of the lessors this lease shall forthwith cease and terminate, and all rights of the lessee in, and to said land will be at an end.

22. Any notices from the lessors to the lessee may be given by sending the same by registered mail addressed to the lessee at his office in the Higgins Building, in the City of Los Angeles, California, and the lessee or his successors or assigns, may at any time, by written notice to the lessors, change the place of giving notice, and after such written notice to the lessors by registered mail, the lessors shall send all notices intended for the lessee or his successors or assigns, to the address which may be so indicated.

23. Any notices from the lessee to the lessors may be given by sending the same by registered mail addressed to the lessors at Bank of Norwalk, Norwalk, California.

24. All work done on the land by the lessee shall be at the lessee's sole cost and expense, and lessee further agrees to protect said land, and the lessors from all claims of contractors, laborers, material-men, or from any damage caused by the lessee's drilling operations thereunder, and lessee shall post and keep posted on said land such notices as they may desire in order to protect the same from such claims.

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25. On the expiration of this lease or sooner termination thereof, the lessee shall quietly and peaceably surrender possession of the premises to the lessors and shall so far as possible cover all pump holes and excavations made by him, and restore the land as nearly as possible to the condition in which it was received.

26. This lease shall run to and be binding upon the successors and assigns of all the parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors.

In witness whereof, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Agee.
Winifred H. Agee.
C. A. Journigan.
Elizabeth Journigan.
George A. Koontz.
Bessie Koontz.
A. L. Lewis.
Louise M. Lewis.
Lafayette A. Lewis.
Rose H. Lewis. The Lessors.

(Corporate Seal)

General Petroleum Corporation,
By Lionel T. Barneson, Vice-President.
By D. W. Woods, Asst. Secretary. The Lessee.

Approved as to terms. Polson. Approved as to form. By H. C. Weil. Description Checked J. W. M.

State of California, County of Los Angeles, /ss.

On this 13th day of May, A.D. 1920, before me, D. W. Horst, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

John R. Agee, Winifred H. Agee, C. A. Journigan, Elizabeth Journigan, George A. Koontz, Bessie Koontz, A. L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Notarial Seal)

D. W. Horst, Notary Public.

In and for said County and State of California.

State of California, County of Los Angeles, /ss.

On this 20th day of May, A.D. 1920, before me, Mamie L. Chase, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lionel T. Barneson and D. W. Woods, known to me to be the Vice-President, and Assistant Secretary, respectively, of the General Petroleum Corporation, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that such Corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Mamie L. Chase, Notary Public.

In and for said County and State.

For and in consideration of the entering into of the foregoing oil lease by General Petroleum Corporation, a corporation, as lessee, and to induce the same, I / we Bank of Norway, a Corporation, of Norway, California, holding a mortgage on the following described property: The South:

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of mortgages, records of Orange County, California, shall be subject and subordinate to the within and foregoing oil lease as to the rights of Lessee, and that in case of foreclosure and / or sale under said mortgage, said property shall be sold subject to said lease and the rights of the lessee hereunder as to the lessee, and such rights of said lessee shall in no manner be affected by such sale when the purchaser shall acquire all rights of the lessors.

Witness my / our name and seal this 7th day of June, 1920.

(Corporate Seal)

Bank of Norwalk.
By D.W.Horst, Secretary.

State of California, County of Los Angeles, /ss.

On this 7th day of June, 1920, before me, E.P. Truitt, a Notary Public, in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared D.W. Horst, Secretary, of Bank of Norwalk, known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

E.P. Truitt, Notary Public,

in and for the County of Los Angeles, State of California, My Commission Exp. March 2, 1924.

Subordination Agreement. For, and in Consideration of the entering into of the attached Lease from John Russell Agee et al, as Lessors, to General Petroleum Corporation, as Lessee, and to induce the same, Title Insurance and Trust Company, a corporation of Los Angeles, California, as Trustee under a certain Deed of Trust, executed by John Russell Agee and Winifred H. Agee, his wife, dated the 9th day of January, 1917, and recorded in Book 6419, Page 144, of Deeds Records of Los Angeles County, hereby consents to said Lease as regards the property described in said Deed of Trust, being a portion of the property described in said Lease, and agrees that the lien of said Deed of Trust shall be subsequent and subject to said Lease as to the rights of the Lessee, and that in case of a Trustee's Sale under said Deed of Trust, said property shall be sold subject to said lease, and the rights of the Lessee thereunder, and such rights of the said Lessee shall in no manner be affected by such sale.

In Witness Whereof, the Title Insurance and Trust Company, has hereunto caused its corporate name and seal to be affixed by its Vice-President, and Secretary thereunto duly authorized by a resolution passed by its Board of Directors at a legal meeting thereof duly convened and held on the 8th day of January, 1907.

(Corporate Seal)

Title Insurance and Trust Company,
By O.P. Brant, Vice-president.
By O.P. Clark, Secretary.

State of California, County of Los Angeles, /ss.

On this 10th day of June, 1920, before me, P.H. Greene, a Notary Public, in and for the County, personally appeared O.P. Brant, known to me to be the Vice-President, and O.P. Clark, known to me to be the Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. Witness my hand and official seal.

(Notarial Seal)

P.H. Greene, Notary Public,

in and for the County of Los Angeles, State of California.

parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors.

In Witness Whereof, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Agee.
Winifred H. Agee.
C.A. Journigan.
Elizabeth Journigan.
George A. Koontz.
Bessie Koontz.
A.L. Lewis.
Louise M. Lewis.
Lafayette A. Lewis.
Rose H. Lewis. The Lessors.

(Corporate Seal)

General Petroleum Corporation,
By Lionel T. Barneson, Vice-President.
By D.W. Woods, Asst. Secretary. The Lessee.
Approved as to terms. Folsom. Approved as to form. By H.C. Weil. Description Checked J.W.M.

State of California, County of Los Angeles, /ss.

On this 13th day of May, A.D. 1920, before me, D.W. Horst, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John R. Agee, Winifred H. Agee, C.A. Journigan, Elizabeth Journigan, George A. Koontz, Bessie Koontz, A.L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, known to me to be the person whose name--subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Notarial Seal)

D.W. Horst,

Notary Public,

in and for said County and State of California.

State of California, County of Los Angeles, /ss.

On this 20th day of May, A.D. 1920, before me, Mamie L. Chase, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lionel T. Barneson and D.W. Woods, known to me to be the Vice-President, and Assistant Secretary, respectively, of the General Petroleum Corporation, the Corporation that executed the within Instrument, and known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Mamie L. Chase, Notary Public,

in and for said County and State.

For and in Consideration of the entering into of the foregoing oil lease by General Petroleum Corporation, a corporation, as lessee, and to induce the same, I / the Bank of Norwalk, a Corporation, of Norwalk, California, Holding a mortgage on the following described property: The South Half of the North East quarter of the South West quarter of Section Six, Township Three South, Range Eleven West S.B.M. Excepting the usual reservations for roads, railroads and ditches, owned by C.A. Journigan, hereby consent to said lease, and agree that my / our mortgage for \$37000.00, covering said leased land, dated January 6, 1919, and recorded in Book 4306, page 101

Witness my / our hand and seal this 7th day of June, 1920.

(Corporate Seal)

Bank of Norwalk.
By D.W.Horst, Secretary.

State of California, County of Los Angeles, /ss.

On this 7th day of June, 1920, before me, E.P. Truitt, a Notary Public, in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared D.W. Horst, Secretary, of Bank of Norwalk, known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

E.P. Truitt, Notary Public.

in and for the County of Los Angeles, State of California, My Commission Exp. March 2, 1924.

Subordination Agreement. For, and in Consideration of the entering into of the attached Lease from John Russell Agee et al, as Lessors, to General Petroleum Corporation, as Lessee, and to induce the same, Title Insurance and Trust Company, a corporation of the State of California, as Trustee under a certain Deed of Trust, executed by John Russell Agee and Wilfred H. Agee, his wife, dated the 9th day of January, 1917, and recorded in Book 5419, Page 111, Records of Los Angeles County, hereby consents to said Lease as regards the property described in said Deed of Trust, being a portion of the property described in said Lease, and that the lien of said Deed of Trust shall be subsequent and subject to said Lease as to the property described in said Lease, and that in case of a Trustee's Sale under said Deed of Trust, said property shall be sold subject to said lease, and the rights of the Lessee thereunder, and such rights of the Lessee shall in no manner be affected by such sale.

In Witness Whereof, the Title Insurance and Trust Company, has hereunto caused its corporate name and seal to be affixed by its Vice-President, and Secretary thereunto duly authorized by resolution passed by its Board of Directors at a legal meeting thereof, duly convened and held on the 8th day of January, 1907.

(Corporate Seal)

Title Insurance and Trust Company,
By O.P. Brant, Vice-President.
By O.P. Clark, Secretary.

State of California, County of Los Angeles, /ss.

On this 10th day of June, 1920, before me, F.H. Greene, a Notary Public, in and for the County of Los Angeles, State of California, personally appeared O.P. Brant, known to me to be the Vice-President, and O.P. Clark, known to me to be the Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. Witness my hand and official seal.

(Notarial Seal)

F.H. Greene, Notary Public.

in and for the County of Los Angeles, State of California.

For and in Consideration of the entering into of the foregoing lease by General Petroleum Corporation, as Lessee, and to induce the same, I Joseph Miller, of Los Angeles, California, holding and conveying the following described property: West half of the Southwest Quarter of the South

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East Quarter of Section Six (6) Township Three (3) South, Range Eleven (11) West S.B.M. in
County of Los Angeles, State of California, exclusive of roads, owned by A.L. Lewis, and Louise M.
Lewis, hereby consent to said lease and agree that my mortgage for \$5000.00 covering said leased
land, dated December 1, 1917 and recorded in Book 4195, Page 153 of Mortgages, Records of Los An-
geles County, California, shall be subject and subordinate to the within and foregoing lease as
to the rights of Lessee, and that in case of foreclosure and / or sale under said mortgage said
property shall be sold subject to said lease and the rights of the Lessee hereunder as to the
Lessee, and such rights of said Lessee shall in no manner be affected by such sale when the pur-
chaser shall acquire all rights of the Lessors.

Witness my name and seal this 14th day of May, 1920.

Joseph Miller.

State of California, County of Los Angeles, /ss.

On this 14th day of May, 1920, before me, L.A. Lewis, a Notary Public, in and for said County
of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally ap-
peared Joseph Miller of Los Angeles, Cal., known to me to be the person described in and who exe-
cuted the within instrument and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

L.A. Lewis, Notary Public,

in and for County of Los Angeles, State of California.

#678-A full true and correct copy of original recorded at request of Title Guarantee & Tr. Co.
Jun. 23, 1920 31 min. past 8 A.M. #446-Copyist #5.
C.L. Logan, County Recorder, By

H. L. Hicks

Deputy.

This Indenture, of Lease, made and entered into in duplicate this 17th day of June,
1920, by and between Miles E. Burger, of the Imperial County, California, hereinafter called the
Lessor, and Robert E. Bering, of Los Angeles, California, hereinafter called the Lessee.

Witnesseth: That in consideration of the sum of One Dollar (\$1.00) by the lessee to the
Lessor in hand paid, the receipt whereof is hereby acknowledged, and the royalties and agreements
hereinafter contained, the Lessor has leased, let and demised and by these presents does lease,
let and demise unto the lessee the land hereinafter described with the sole and exclusive right
to the lessee to drill for, produce, extract, take and remove all petroleum, oil, natural gas,
etha, and other hydro-carbon substances from and store the same on said land, and to erect,
construct, maintain and operate thereon and therein such structures, appliances, apparatus and
equipment as may be necessary or desirable to the effectual exercise of the rights and privi-
leges herein granted, provided, that at the expiration of twenty years from the date hereof the
said right to explore and drill shall terminate, but the lessee may thereafter retain and operate
all wells then producing on the same terms as to royalty and other conditions as are herein spec-
ified and maintain and use such structures and equipment as may be reasonably necessary in the
operation of such wells as long as such wells shall continue to produce in paying quantities;
and the Lessor hereby agrees that he will not drill any well, nor cause, nor permit any well to
be drilled upon any of said land surrendered, by the lessee at the termination of lessee's right
to explore and drill within three hundred and fifty (350) feet of any producing well thereafter
operated by the lessee.

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EXCEPTION

NUMBER

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nineteen hundred and twenty-two, before me, Elmer Mead, a Notary Public in and for the County, residing therein, duly commissioned and sworn, personally appeared Laura May, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same. Witness my hand and official seal.

(Notarial Seal)

Elmer Mead, Notary Public

in and for the County of Los Angeles, State of California
#1024. A copy of original, recorded at request of Mortgages, Aug. 16, 1922, 16 min. past 2 P.M.
Coylist #14. Compared. C.L. Logan, County Recorder, By John A. Fisher Deputy.

U.S.I.P.S. \$2.00 cancelled. Grant Deed. J. C. Lennox and Lizzie H. Lennox, his wife, in consideration of Ten and no/100 Dollars to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to George H. Betts the real property in the City of and County of Los Angeles, State of California, described as:

All or Lots Sixteen (16) Seventeen (17) and Eighteen (18), of Tract No. Twenty and Six Hundred Sixty-seven (2667), as per map recorded in Book 28 page 64 of Maps, in the office of the County Recorder of said County: Except the North sixty-five feet thereof.

Subject to taxes for the fiscal year 1922/1923:

Subject to the Conditions, Restrictions, Reservations, Rights and Rights of Way of Record.

To Have and To Hold to said Grantee, his heirs or assigns forever.

Witness our hands this 11th day of August, 1922.

J. C. Lennox.
Lizzie H. Lennox.

State of California, County of Los Angeles: ss.

On this 11th day of August, 1922, before me, a Notary Public in and for said County, personally appeared J. C. Lennox and Lizzie H. Lennox, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same. Witness my hand and official seal.

(Notarial Seal)

May Anderson, Notary Public

in and for the County of Los Angeles, State of California
#7012. A copy of original, recorded at request of Title Insurance & Tr. Co., Aug. 16, 1922, at 8:30 A.M. Coylist #14. Compared. C.L. Logan, County Recorder, By John A. Fisher Deputy.

U.S.I.P.S. \$20.00 cancelled. Grant Deed. John Russell Aree, and Winifred H. Aree, his wife, in consideration of Ten Dollars (\$10.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to General Petroleum Corporation, a California corporation, all that real property situate in the County of Los Angeles, State of California, described as follows:

The north half (1/2) of the north half (1/2) of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M.: Except the east thirty (30) feet reserved for roads, railroads, ditches and water courses, by deed recorded in Book 60 page 406 of Deeds, records of said County. Also an undivided half of that portion of the north half (1/2) of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of said Section Six (6), Township 3 south, Range 11 west, S.B.M., described as follows: Beginning at a point thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter; thence south, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence east, parallel with the north line of said southwest quarter, fifteen (15) feet; thence north, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence west fifteen (15) feet to the point of beginning, together with the gumling plant located thereon.

Also an easement for a line over a strip of land four (4) feet in width, the center line

thereof being described as follows: Beginning at a point in the above described property distant thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter, said point of beginning being the center of a stand-pipe running thence east, parallel with the north line of said southwest quarter, to a point in the east line thereof.

Reserving, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 138 of Leases, at page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease.

Also Reserving unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydrocarbon substances contained in said land. In this event grantors or their successors, shall have all rights incident or necessary to the convenient extraction of all oil, gas or other hydrocarbon substances, paying a reasonable damage, if any be done, to property of grantees, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydrocarbon substances, it being understood that grantees shall not be obligated to pay any portion or increase of taxes, and this conveyance is intended only to convey the surface rights to said property. Subject to taxes for the fiscal year 1922-1923.

My Hand and Seal to the said grantees, its successors or assigns, forever.

Witness our hands this first day of July, 1922.

John Russell Aase.
Winifred H. Aase.

State of California, County of Los Angeles: ss.

On this first day of August, 1922, before me, Lois Rivet, a Notary Public in and for said County, personally appeared John Russell Aase and Winifred H. Aase, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

(Notarial Seal)

Lois Rivet, Notary Public

in and for the County of Los Angeles, State of California.

Given. A copy of original, recorded at request of Title Insurance & Trust Co., Aug. 16, 1922, at 8:30 a.m. Deputy. A. J. Campbell, County Recorder. Compared. C. L. Lohan, County Recorder. By S. J. Lohan, Deputy.

Not to be cancelled. Bargain and Sale Deed. Joint Tenants.

This instrument, made the first day of August, in the year of our Lord nineteen hundred and twenty-two, between Ralph C. Shea and Carrie Shea, husband and wife, the parties of the first part, and John Harrock and Mabel L. Harrock, husband and wife, as joint tenants with right of survivorship, the parties of the second part.

Witnessed that the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, in full cash of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said parties of the second part, as joint tenants and not as tenants in common, and to the survivors of them and the heirs and assigns of them forever, all that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit:

Lot Five (5) of the Pine Improvement Tract, in the County of Los Angeles, State of California, as the same is depicted in Book 17, Page 147 of Maps, in the office of the County Recorder of said County. Subject to taxes for the fiscal year 1922-23 and conditions, restrictions and reservations of record.

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EXCEPTION

NUMBER

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of the County Recorder of Los Angeles County, California. WHICH mortgage covers the following described property: The East thirty-two (32) feet of Lot Two Hundred Eighty (280) of Tract Number Three Thousand Two (3002) in the County of Los Angeles, State of California, as per map recorded in Book 21, Page 39 of Maps, in the office of the County Recorder of said County. TOGETHER with the note therein described and the money thereby secured. DATED December 9th, 1925.

LEVI J. KINGMAN.
REBA J. KINGMAN.

State of California, County of Los Angeles) as On this 9th day of December, 1925, before me, R.M. CLARK, a Notary Public in and for said County, personally appeared LEVI J. KINGMAN and REBA J. KINGMAN, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

(NOTARIAL SEAL) R.M. CLARK, Notary Public in and for the County of Los Angeles, State of California. My commission expires August 31, 1927.
1201-Copy of original recorded at request of ASSIGNEE, Dec 11, 1925 at 26 min past 9 A.M.
Copyist 721. Compared. C.E. LOGAN, County Recorder, by 76 M. J. Deputy

MORTGAGE OR DEED OF TRUST. Dated August 15, 1925.

GENERAL PETROLEUM CORPORATION

TO
THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION Trustee.

Securing an Aggregate Authorized Issue of \$31,000,000 First Mortgage Sinking Fund Gold Bonds, including \$15,000,000 First Mortgage Sinking Fund 5% Gold Bonds, Series Due August 15, 1940, Interest Payable February 15 and August 15, 1925.
Also securing \$9,250,000 Five Year 6% Gold Notes Dated April 15, 1923. Maturing April 15, 1928.

THIS MORTGAGE OR DEED OF TRUST made as at the 15th day of August, 1925, between GENERAL PETROLEUM CORPORATION, a corporation organized and existing under the laws of the State of California, having its principal place of business in the City and County of San Francisco of said state (hereinafter called Corporation), party of the first part, and THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the national banking laws of the United States of America, having its office and principal place of business in said City and County of San Francisco and said State of California (hereinafter called Trustee), party of the second part,

WITNESSETH: WHEREAS the Corporation is duly qualified to do business and is now the owner of the property hereinafter described and hereby mortgaged, conveyed, transferred and/or pledged; and

WHEREAS it is necessary for the Corporation to borrow money for the purpose of increasing its storage and plant facilities, the retirement of its bank loans and outstanding funded indebtedness, and for other corporate purposes; and

WHEREAS the Corporation, in order to secure the payment of ten million dollars (\$10,000,000) aggregate principal amount of the Corporation's Five Year 6 Per Cent Gold Notes dated April 15, 1923, and payable April 15, 1928, did heretofore, under date of April 15, 1923, execute and deliver to and with said The Bank of California, National Association, a trust agreement which provides, among other things, that so long as any of said Five Year 6 Per Cent Gold Notes (hereinafter referred to as 6% gold notes) should be issued and outstanding the Corporation will not create any mortgage upon its property (except under certain circumstances) unless all or said issued and outstanding 6% gold notes should be equally secured by such mortgage; and

WHEREAS the Corporation has full power to borrow money for such corporate purpose and to give its obligations therefor, and to secure the payment of the same by a mortgage or deed of trust and/or pledge and/or other hypothecation of and upon its properties, both real and personal, and its rights, privileges and franchises now owned or hereafter acquired; and

WHEREAS the Corporation has deemed it necessary to provide for the issuing of the Corporation's bonds for the money so to be borrowed by it and to mortgage, convey, transfer in trust and/or pledge all of the property hereinafter described in the granting clauses hereof, to secure the payment of said bonds, and to that end the stockholders

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RETURN
See 6/15/27/24
Official Records

ers of the Corporation, by a vote representing more than two-thirds of its subscribed or issued capital stock, at a meeting duly called by its board of directors and held for that purpose at the office of the Corporation, pursuant to notice duly given in accordance with law, have duly authorized the issuance of the bonds and the creation of the bonded indebtedness in the aggregate principal amount of thirty-five million dollars (\$35,000,000), as by this Indenture authorized and provided, to be represented by the Corporation's bonds; to be designated as its first mortgage sinking fund gold bonds and issued in one or more series, the first series whereof shall be comprised of bonds in the aggregate principal amount of eighteen million dollars (\$18,000,000), to be known as the Corporation's First Mortgage Sinking Fund 2% Gold Bonds, Series Due August 15, 1940 (hereinafter sometimes referred to as Series Due August 15, 1940), and the securing of all of said first mortgage sinking fund gold bonds, together with all of said 2% gold notes now or at any time hereafter outstanding, by a first mortgage or deed of trust and/or pledge of the Corporation to the Bank of California, National Association, as trustee, said bonds and said mortgage or deed of trust and/or pledge to be in the respective forms and to contain the terms and conditions herein set forth; and

WHEREAS the board of directors of the Corporation at a meeting duly called and held at the office of the Corporation, at which meeting a quorum of the directors of the Corporation were present and voting, have, by a unanimous vote of all the directors present at said meeting, duly adopted a resolution authorizing the execution and delivery of said bonds, including said \$18,000,000 aggregate principal amount of said bonds of said Series Due August 15, 1940, and of this mortgage or deed of trust (hereinafter called Indenture), for the purpose of securing all of said bonds, and also of securing any and all of said 2% gold notes now or at any time hereafter outstanding; and did by said resolution provide that all of the bonds to be issued hereunder and secured hereby are to be signed in the corporate name of the Corporation by one of its vice-presidents, with its corporate seal impressed or engraved thereon and attested by one of its assistant secretaries, and authenticated by said trustee, and the interest coupons to be executed by the facsimile signature of the treasurer of the Corporation; each of said bonds of the series herein referred to as Series Due August 15, 1940, of the denomination of \$1000, and the coupons, trustee's certificate, registration, legend on reverse, and the statement regarding the affixing of United States revenue stamps and the cancellation thereof, to be enclosed on said bonds, to be substantially in the following forms, respectively:

(Form of \$1000 Coupon Bond)

No. X---

\$1000

UNITED STATES OF AMERICA.
STATE OF CALIFORNIA.
GENERAL PETROLEUM CORPORATION.
First Mortgage Sinking Fund 2% Gold Bond
Series Due August 15, 1940.

GENERAL PETROLEUM CORPORATION (hereinafter called the Corporation), a corporation of the State of California, for value received, acknowledges itself indebted and hereby promises to pay to bearer, or, if this bond be registered, to the registered owner hereof, on the 15th day of August, 1940, unless this bond is sooner redeemed as provided in the Indenture hereinafter referred to, at the office of THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION (hereinafter called the Trustee), in the City of San Francisco, State of California, or, at the option of the holder or registered owner hereof, at the office of GUARANTY TRUST COMPANY OF NEW YORK, in the Borough of Manhattan, City of New York, State of New York, one thousand dollars in gold coin of the United States of America of the standard of weight and fineness existing August 15, 1925, or its equivalent in lawful money of the United States of America, and to pay interest thereon from the date hereof at the rate of five per cent (5%) per annum, such interest to be payable, at the option of the holder, at either of the offices above provided for the payment of said principal sum, in like gold coin or its said equivalent, semi-annually on the 15th day of February and the 15th day of August in each year until the payment of said principal sum, but only upon the presentation and surrender of the interest coupons hereto annexed as they severally

manner and with the effect provided for in said indenture.

This bond shall pass by delivery unless registered as to the principal thereof in the owner's name, upon registration books kept for that purpose, at the said office of said Trustee or at the said office of said Guaranty Trust Company of New York, and such registration noted hereon by said Trustee or by said Guaranty Trust Company of New York, after which registration no transfer hereof shall be valid unless made on said registration books at one or the other of said offices, by the registered owner in person or by his attorney, duly authorized in writing, and similarly noted hereon, but thereafter it may be discharged from registration by being transferred in like manner to bearer, and thereupon transferability by delivery shall be restored; and this bond may again, from time to time, be registered as to the principal thereof or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons hereto annexed, which shall continue to be payable to bearer and transferable by delivery solely, and the payment thereof to bearer shall fully discharge the Corporation in respect of the interest therein mentioned, whether or not this bond be registered.

This bond shall not become valid or obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under said indenture.

IN WITNESS WHEREOF, said GENERAL PETROLEUM CORPORATION has caused this bond to be executed in its name by one of its vice-presidents, and its corporate seal to be hereunto affixed and attested by one of its assistant secretaries, and has caused the annexed interest coupons to be executed by the facsimile signature of its treasurer, as of the 15th day of August, 1925.

GENERAL PETROLEUM CORPORATION
By _____ Vice President
Attest: _____ Assistant Secretary.

(Form of Coupon.)

\$25. On the 15th day of _____, 19____, (unless the bond hereinafter mentioned shall have been called for previous redemption) GENERAL PETROLEUM CORPORATION will pay to bearer at the office of THE BANK OF CALIFORNIA NATIONAL ASSOCIATION, in San Francisco, California, or, at the option of the holder, at the office of GUARANTY TRUST COMPANY OF NEW YORK, in the Borough of Manhattan, City of New York, State of New York, twenty-five dollars in gold coin of the United States of America of the standard of weight and fineness existing on August 15, 1923, or its equivalent in lawful money of the United States of America, without deduction for taxes, as specified in the bond, including two per cent federal income tax, being the semi-annual interest then due on its First Mortgage Sinking Fund & Gold Bond, Series Due August 15, 1940. No M-----.

Treasurer.

(Form of Trustee's Certificate.)

This bond is one of the bonds of the series designated therein and described in the within-mentioned indenture.

THE BANK OF CALIFORNIA NATIONAL ASSOCIATION
Trustee.
By _____ Assistant Secretary.

(Form of Registration Notice.)

NOTICE: No writing here except by the bond registrar.

Date of Registration.	Name of Registered Owner.	Signature of Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Form of Legend on Reverse)

Principal and interest payable in the Borough of Manhattan, City of New York, or San Francisco, Calif.

(Form of Endorsement.)

The stamp tax imposed by Act of Congress for and in respect of this bond has been paid by stamps affixed to the indenture under which this bond is issued, and duly canceled.

AND WHEREAS, it is further provided by said resolution that each of the coupon bonds of the series herein referred to as Series Due August 15, 1940, of the denomination of \$500, coupons, Trustee's certificate, registration, legend on reverse, and the statement regarding the affixing of United States revenue stamps and the cancellation thereof, to be endorsed on said bonds, are to be in substantially the same form as said form of the \$1000 bonds of said series (except only as to the amount of the principal sum and the amount of interest expressed in the coupons attached thereto and the distinguishing numbers and/or letters); and

WHEREAS, it is further provided by said resolution that the bonds of any other series are to be in such form and expressed in such words, and to contain such terms and conditions as the board of directors of the Corporation shall determine with respect thereto, but subject to all of the provisions and restrictions of this Indenture applicable thereto; and

WHEREAS, after the said authorization by said stockholders and prior to the execution and delivery of this Indenture, a certificate, in manner and form as prescribed by law, of all the proceedings of said stockholders relating to the authorization and creation of said bonded indebtedness, said certificate being duly executed by the president and secretary of the Corporation, and a majority of its board of directors, and verified by said president and secretary, has been duly filed as required by the provisions of subdivision eighth of section three hundred and fifty-nine of the Civil Code of the State of California; and

WHEREAS, the execution of this Indenture, the issue and sale of said bonds, the form of said bonds and the coupons to be attached thereto, and the certificate of the Trustee to be endorsed thereon, have been authorized and approved by the Commissioner of Corporations of the State of California; and

WHEREAS, all other acts and things necessary to make said bonds, when issued under this Indenture and authenticated by the Trustee, the valid, binding and legal obligations of the Corporation and to make this Indenture a valid, binding and legal instrument for the security of the bonds issued hereunder, have been duly performed and the execution and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, in order to secure the payment of the principal and interest of all of the first mortgage sinking fund gold bonds at any time issued and outstanding under this Indenture, according to their tenor, purport and effect, and also to secure the payment of the principal and interest of all the said 6% gold notes heretofore issued and now or at any time hereafter outstanding under said trust agreement between the Corporation and The Bank of California, National Association, as Trustee, dated April 16, 1923 (of which said 6% gold notes not to exceed \$9,280,500 aggregate principal amount thereof are now or at any time hereafter shall be outstanding), according to the tenor, purport and effect of said gold notes, and to secure the performance and observance of all the covenants, conditions and obligations in said bonds or in said gold notes and herein contained, and to declare the terms and conditions upon which said bonds are issued, received and held, and for and in consideration of the premises and of the acceptance or purchase of said bonds by the holders thereof, and in consideration of the acceptance by the Trustee of the trusts hereby created, and of the sum of ten dollars, lawful money of the United States of America, paid by the Trustee to the Corporation, upon the execution and delivery of this Indenture, the receipt whereof is hereby acknowledged, said General Petroleum Corporation, party of the first part hereto, has granted, bargained, sold, conveyed, aliened, transferred, assigned, pledged, hypothecated, released and confirmed, and by these presents does grant, bargain, sell, convey, alien, transfer, assign, pledge, hypothecate, release and confirm, unto said THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION party of the second part hereto, as Trustee, and to its successors or successors in the trust hereby created, its and their successors forever, all and singular the properties, as more particularly

ly hereinafter described (all of said property, whether now owned by the Corporation or hereafter acquired by it, being sometimes hereinafter referred to as the trust estate):

REAL PROPERTY.

A. PROPERTY OWNED BY THE CORPORATION IN TEX.

All those certain places or parcels of real property situated in the counties of FRESCO, KERN, KINGS, LOS ANGELES, ORANGE, SAN DIEGO, SAN LOUIS OBISPO, SANTA BARBARA, TULARE and YUBA, all in the State of California, as hereinafter more particularly described and scheduled under the respective names of said respective counties wherein the same are situate, the books and/or records referred to in such respective descriptions being, in each instance, the books or records in the office of the Recorder of the County wherein the land so described is situate, to-wit:

FRESCO COUNTY.

IN TOWNSHIP 20 SOUTH, RANGE 14 EAST, N.D.B. & M., in Section 14: Northwest quarter of the Southeast quarter.

In Section 26: North half of the Northeast quarter.

In Township 20 South, Range 15 East, N.D.B. & M.

In Section 6: South half of the North half of the North half.

IN TOWNSHIP 21 SOUTH, RANGE 15 EAST, N.D.B. & M.

In Section 6: Commencing at the Southeast corner of the Northwest quarter of Northwest quarter of Section 8, running thence due South 2240 feet; thence at right angles due East 660 feet; thence at right angles due North 1540 feet; thence at right angles due East 660 feet; thence at right angles due North 400 feet; thence at right angles due West 1320 feet to the point of beginning.

The North half of the Northeast quarter.

KERN COUNTY.

IN TOWNSHIP 25 SOUTH, RANGE 16 EAST, N.D.B. & M.

In Section 36: An undivided one-half interest in the West half.

IN TOWNSHIP 26 SOUTH, RANGE 19 EAST, N.D.B. & M.

In Section 2: North half of Northwest quarter.

In Section 3: Southeast quarter of Northeast quarter; East half of Southwest quarter of Northeast quarter; North half of Southwest quarter; Southwest quarter of Southwest quarter.

In Section 4: South half of Northeast quarter; Northwest quarter of Northeast quarter; South half of Southwest quarter; Northeast quarter of Southwest quarter.

In Section 5: South half of Northeast quarter; Northeast quarter of Northeast quarter; East half of Southwest quarter.

In Section 6: Northeast quarter of Northeast quarter; Northwest quarter of Southwest quarter.

In Section 7: Northwest quarter of Northeast quarter.

In Section 8: Southeast quarter of Northeast quarter; Northeast quarter of Southwest quarter.

In Section 9: South half of Northeast quarter; Northwest quarter of Northeast quarter; East half of Southwest quarter.

In Section 10: North half of Northeast quarter; Southwest quarter of Northeast quarter; North half of Southwest quarter.

In Section 11: South half of Southwest quarter.

In Section 14: South half of Northeast quarter; Northeast quarter of Northeast quarter; North half of Southwest quarter.

In Section 15: South half of Northeast quarter; Northwest quarter of Northeast quarter; North half of Southwest quarter.

In Section 17: Northeast quarter of Northeast quarter; Southwest quarter of Southwest quarter.

In Section 18: West half of Southwest quarter.

In Section 19: Southwest quarter of Northeast quarter; North half of Southwest quarter; Southwest quarter of Southwest quarter.

In Section 20: Southwest quarter of Northeast quarter.

In Section 21: South half of Northeast quarter; South half of Southwest quarter.

In Section 22: South half of Northeast quarter; Northwest quarter of Northeast quarter; Northeast quarter of Southwest quarter.

In Section 23: Northwest quarter of the Northeast quarter.

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, M.D.B. & M.

In Section 13: The North half of the North half and South half of the Southeast quarter.

IN TOWNSHIP 26 SOUTH, RANGE 21 EAST, M.D.B. & M.

In Section 19: The West half and the Southeast quarter.

IN TOWNSHIP 26 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 32: The Northwest quarter.

IN TOWNSHIP 27 SOUTH, RANGE 19 EAST, M.D.B. & M.

In Section 12: The North half.

IN TOWNSHIP 27 SOUTH, RANGE 21 EAST, M.D.B. & M.

In Section 4: The Northwest quarter; West half of Southwest quarter EXCEPTING the following parcel of land in the Northwest quarter of said Section 4: Beginning at a point 1648 feet North and 50 feet East of the West quarter corner of said Section 4; running thence Northerly and parallel to the West boundary line of said Section 4 a distance of 642.4 feet; thence Easterly parallel with the Northern boundary line of said Section 4 a distance of 76 feet; thence Northerly parallel with the Westerly line of said Section 4 a distance of 137.6 feet; thence Easterly parallel with the Northerly boundary line of said Section 4 a distance of 467 feet; thence Southerly parallel with the Western boundary line of said Section 4 a distance of 600 feet; thence Westerly parallel with the Northern boundary line of said Section 4 a distance of 542 feet to the point of beginning.

In Section 5: The Southeast quarter of Southeast quarter; East half of Southwest quarter of Southeast quarter; and the South 28.8 acres of North half of Southeast quarter.

In Section 26: The entire section.

IN TOWNSHIP 27 SOUTH, RANGE 22 EAST, M.D.B. & M.

In Section 36: The Southeast quarter.

IN TOWNSHIP 27 SOUTH, RANGE 26 EAST, M.D.B. & M.

In Section 24: The North half of Southwest quarter.

In Section 27: The South half of Southeast quarter.

IN TOWNSHIP 28 SOUTH, RANGE 21 EAST, M.D.B. & M.

In Section 36: The South half.

IN TOWNSHIP 28 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 16: The Northwest quarter.

In Section 18: The Northwest quarter.

In Section 22: The Southwest quarter; South half of Northwest quarter.

In Section 28: The East half.

In Section 29: The East half of Southeast quarter; East half of Northwest quarter of Southeast quarter; North half of Northeast quarter.

In Section 34: The East half of the Northeast quarter.

IN TOWNSHIP 28 SOUTH, RANGE 26 EAST, M.D.B. & M.

In Section 2: The South half of Northeast quarter.

IN TOWNSHIP 28 SOUTH, RANGE 28 EAST, M. D.B. & M.

In Section 4: Lot 1 and the North half of the Southwest quarter and South half of Southeast quarter.

IN TOWNSHIP 29 SOUTH, RANGE 21 EAST, M.D.B. & M.

In Section 1: West half of West half of Southwest quarter; West half of East half of West half of Southwest quarter; East half of Northwest quarter; East half of East half of West half of Northwest quarter.

In Section 2: Northwest quarter; South half; West half of Northeast quarter; West half of East half of Northeast quarter, EXCEPTING the following described parcel:

of land in the Northeast quarter of said Section 2: The Southeast quarter of Southwest quarter of Northeast quarter and the West 650 feet of the Southwest quarter of Southeast quarter of Northeast quarter.

In Section 3: The entire section.

In Section 10: Northwest quarter.

In Section 11: North half of Northwest quarter; Southeast quarter of Northwest quarter; Northeast quarter; Northeast quarter of Southwest quarter; an undivided three-fourths interest in Southeast quarter.

In Section 12: North half.

IN TOWNSHIP 29 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 2: The Northwest quarter; the East half of the Southwest quarter; the West half of West half of Southwest quarter; the Northeast quarter of Northwest quarter of Southwest quarter; the Southeast quarter, EXCEPTING THEREFROM the following described parcel of land: Commencing at a point 30 feet West of the Southeast corner of Section 2, Township 29 South, Range 23 East, M.D.B. & M., the same being the West line of a County Road; thence running North along the West line of said County Road 1527.8 feet; thence West and at right angles to said last mentioned line 514.1 feet; thence South 3 degrees West 326.9 feet; thence North 88 degrees West 753.7 feet; thence South 1 degree West 1237.4 feet to the Section line; thence East along said Section line 1291.1 feet to the point of beginning.

In Section 13: The East half of East half of Northwest quarter and all of Northeast quarter.

IN TOWNSHIP 29 SOUTH, RANGE 24 EAST, M.D.B. & M.

In Section 6: Southwest quarter EXCEPTING a parcel of land 25 feet on every side of the well located near the North line of the Southwest quarter of said Section 6.

In Section 8: North half of North half.

In Section 17: South half of Northwest quarter; Northwest quarter of Northwest quarter.

In Section 20: The Northeast quarter of Southwest quarter; the East half of Northwest quarter.

In Section 22: The Northeast quarter.

In Section 26: The Southwest quarter.

In Section 27: The East half; the Northwest quarter.

In Section 28: The Northeast quarter.

IN TOWNSHIP 29 SOUTH, RANGE 25 EAST, M.D.B. & M.

In Section 4: South half of Southeast quarter of Fractional Section 4.

IN TOWNSHIP 30 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 16: West half of East half of Northeast quarter; West half of East half of West half of Northeast quarter; South half and South 35 acres of the Northwest quarter.

IN TOWNSHIP 31 SOUTH, RANGE 22 EAST, M.D.B. & M.

In Section 2: East half of Southeast quarter.

In Section 13: North half of North half; North half of South half of North half; North half of North half of South half of South half of North half; South half of South half; South half of South half of South half of South half of North half of South half, EXCEPTING the following described parcel of land: Beginning at a point 35.8 feet South 89 degrees 33 minutes East from a point 400 feet North 0 degrees 27 minutes East from the one-quarter corner of the line common to Sections 13 and 24, Township 31 South, Range 22 East, M.D.B. & M., running thence North 0 degrees 27 minutes East 100 feet, thence South 89 degrees 33 minutes East 1089 feet; thence South 0 degrees 27 minutes West 400 feet, thence North 89 degrees 33 minutes West 1089 feet to the point of beginning as aforesaid and containing 10 acres.

In Section 14: North half of Southwest quarter; Northwest quarter; North half of Northeast quarter; West half of Southwest quarter of Northeast quarter;

North half of Southeast quarter; subject to the following leases:

Lease dated February 1, 1922, to GEORGE J. HAUSEY and by him assigned to COMBINED OIL COMPANY of Northwest quarter of Northwest quarter; East half of Northwest quarter; lease dated April 6, 1911, to S.A. JOHNSON and T.F. FOX and assigned to COMBINED OIL COMPANY of Southwest quarter of Northwest quarter, and lease dated December 1, 1921 to KNOLSKENS OIL COMPANY of North half of Northeast quarter.

In Section 28: South half of Southwest quarter of Southwest quarter; North half of North half of Northeast quarter.

IN TOWNSHIP 31 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 8: South half of Northwest quarter.

In Section 19: North half of South half of North half; North half of North half of North half of South half of North half.

In Section 32: Northeast quarter of Southwest quarter.

IN TOWNSHIP 32 SOUTH, RANGE 23 EAST, M.D.B. & M.

In Section 41: North half of Southwest quarter.

In Section 14: West half of East half, EXCEPTING THEREFROM the following described parcel of land: Beginning at a point 192 feet West and 24 feet South of the Northeast corner of the West half of East half of Section 14, running thence westerly and parallel to the Northerly line of said Section 14 a distance of 974.90 feet; thence Southerly and parallel to the Easterly boundary line of the West half of East half of Section 14 a distance of 900 feet; thence Easterly and parallel to the Northerly boundary line of said Section a distance of 974.90 feet; thence Northerly and parallel to the Easterly boundary line of said West half of East half of Section 14 a distance of 900 feet to the point of beginning.

In Section 23: Southwest quarter of Southwest quarter; South half of Southeast quarter of Southwest quarter; North half of Southeast quarter of Southwest quarter.

IN TOWNSHIP 32 SOUTH, RANGE 24 EAST, M.D.B. & M.

In Section 22: West half of Northeast quarter.

In Section 32: East half of Northwest quarter.

IN TOWNSHIP 32 SOUTH, RANGE 26 EAST, M.D.B. & M.

In Section 32: South half of Northwest quarter.

IN TOWNSHIP 32 SOUTH, RANGE 29 EAST, M.D.B. & M.

In Section 4: East half of West half.

In Section 6: Northeast quarter.

IN TOWNSHIP 11 NORTH, RANGE 23 WEST, S.B.B. & M.

In Section 6: North half of Northeast quarter of Southeast quarter; Northeast quarter of Northeast quarter and Southwest quarter of Northeast quarter; Southwest quarter of Southeast quarter.

Beginning at the Southwest corner of the Southwest quarter of said Section 6; running thence Northeasterly to the Northeast corner of said Southwest quarter; thence southerly to the Southeast corner of said Southwest quarter; thence Westerly to the point of beginning.

KINGS COUNTY

IN TOWNSHIP 22 SOUTH, RANGE 18 EAST, M.D.B. & M.

In Section 16: West half of Southwest quarter and the South half of Southeast quarter.

In Section 16: East half of Southwest quarter and East half of Southeast quarter.

LOS ANGELES COUNTY.

IN TOWNSHIP 3 NORTH, RANGE 16 WEST, S.B.B. & M.

In Section 22: The North half of the Northeast quarter, excepting therefrom the West 10 acres; South half of Northeast quarter; North half of Southeast quarter; South east quarter of Northwest quarter and Northeast quarter of Southwest quarter.

In Section 23: All of Northwest quarter, Northeast quarter of Southwest quarter, and East half of Northwest quarter of Southwest quarter.

IN TOWNSHIP 3 NORTH, RANGE 17 WEST, S.B.B. & M.

In Section 24: South half of Southwest quarter; Northwest quarter of Southwest quarter.

IN TOWNSHIP 4 NORTH, RANGE 15 WEST, S.E.B. & M.

In Section 31: Southeast quarter of Northwest quarter. That portion of Lots 4 and 8 lying West of the West line of the Aqueduct, as granted to the City of Los Angeles.

In Section 32: West half of Northwest quarter; West half of Lot 1 and West half of Lot 4.

IN TOWNSHIP 3 SOUTH, RANGE 13 WEST, S.E.B. & M.

In Section 8: East half of Southeast quarter and the East 660 feet of the Southwest quarter of Southeast quarter.

In Section 9: The South 2 rods of Lot 4, excepting that part within existing county roads.

IN THE CITY OF VERNON. IN THE LOS ANGELES FRUITLAND ASSOCIATION 500 ACRE TRACT:

The Westerly 20 feet of Lot 3 lying Northerly of the 17 foot strip of land conveyed to the Los Angeles, San Pedro and Salt Lake Railroad Company by deed recorded in Book 5907, Page 203 of Deeds.

Lots 3, 4, 5 and 6 lying South of the South boundary line of the 17 foot right of way conveyed to the Los Angeles, San Pedro and Salt Lake Railroad by deed recorded in Book 5939, Page 265 of Deeds.

All of Lots 12, 13, 14, 15 and the Northerly 320 feet of Lots 17 and 18 as per map of said Los Angeles Fruitland Association 500 Acre Tract recorded in Book 3, Pages 156 and 157 Miscellaneous Records of Los Angeles County.

DAY STAR TRACT:

All of Block "K" consisting of Lots 1 to 7 inclusive as per map recorded in Book 25, Page 66, Miscellaneous Records of said County.

IN CHIPLEY & BAKER TRACT.

Beginning at the Northeast corner of Block "K" of DAY STAR TRACT, a map of which tract is recorded in the office of the County Recorder of Los Angeles County in Book 25, Page 66, Miscellaneous Records, running thence Southwesterly along the Easterly boundary line of said Block "K", a distance of 150.32 feet to a point; thence Northeasterly on a curve curving Easterly by radius of 296.44 feet, a distance of 184.64 feet to a point in line with the projection Easterly of the South boundary line of East Thirtieth Street of the City of Vernon; thence Westerly in a straight line a distance of 63.22 feet to a point of beginning.

That portion of Lot 5 of the CHIPLEY AND BAKER TRACT in the RANCHO SAN ANTONIO, as per partition map filed in Case No. 2672 of the Seventeenth Judicial District Court, and particularly described as follows: Beginning at a point in the Easterly line of said Lot 5, distant Northerly 116.2 feet from the Southeast corner of the 16 acre tract, conveyed to the Los Angeles Railway Land Company by deed recorded in Book 4027, Page 106 of Deeds, Records of said County, said point of beginning being also the beginning of a curve concave to the Southwest having a radius of 339.263 feet and tangent to said East line of Lot 5 at said point of beginning; thence Northwesterly along said curve, 553.75 feet to the end of same; thence along the Northerly prolongation of a radial line of said curve, North 0 degrees 20 minutes 30 seconds East, 8.50 feet; thence North 89 degrees 37 minutes 30 seconds East to the East line of said Lot 5; thence Southerly along said East line to the point of beginning. EXCEPTING that portion conveyed to the Los Angeles, San Pedro and Salt Lake Railroad Company by deed recorded in Book 5960, Page 82 of Deeds.

IN JOHN R. TAYLOR'S VERNON AVENUE VILLA LOTS:

That portion of Lot 1 of John R. Taylor's Vernon Avenue Villa Lots as per map recorded in Book 4, Page 42 of Maps, Records of Los Angeles County, lying East of the Easterly line of the Los Angeles Flood Control levee site as conveyed to the Los Angeles County Flood Control District by deed dated April 9, 1929, and recorded in Book 7149, Page 191 of Deeds, Records of said county.

IN TRACT NUMBER 895:

All of Lot "A" of Tract Number 895, as per map recorded in Book 17, Page 138 et seq., of Maps, Records of Los Angeles County.

IN TRACT NUMBER 2455:

A portion of Lot 1 of Tract Number 2455 as per map recorded in Book 32, Pages 47 and 48 of Maps, described as follows: Beginning at the Southeasterly corner of said Lot 1, (being the Northwesterly corner of East Thirty-seventh Street and Boyle Avenue in said City of Vernon); thence Westerly along the Southerly line of said Lot 1, South 89 degrees 11 minutes 45 seconds West 885.56 feet to the Southwesterly corner of said Lot 1; thence along the Westerly line of said Lot 1 as follows: North 1 degree 51 minutes 35 seconds West 700.37 feet to a point in said line; thence Northerly along a curve concave to the West on a 367.76 foot radius 79.22 feet to a point in said line; thence North 1 degree 51 minutes 35 seconds West 553.75 feet to a point in said line; thence North 1 degree 25 minutes West 261.002 feet to the Northwesterly corner of said Lot 1; thence North 88 degrees 16 minutes 45 seconds East 90 feet along the Northerly line of said Lot 1 to a point in said Northerly line; thence South 28 degrees 5 minutes East 378.37 feet to a point; thence South 11 degrees 55 minutes East 936.38 feet to a point; thence South 41 degrees 46 minutes East 262.69 feet to a point in the Easterly line of said Lot 1 (being the Westerly line of said Boyle Avenue); thence along said Easterly line of said Lot 1, South 1 degree 1 minute 55 seconds East 269.07 feet to point of beginning.

Lot 2 of Tract Number 2455, as per map recorded in Book 32, Page 47 of Maps, Records of Los Angeles County, EXCEPT that portion sold to JOHN B. LIXONIS under date of March 3, 1923, described as follows: Beginning at a Southwest corner of said Lot 2, said Southwest corner being a point on the Northerly line of Vernon Avenue; thence along the West line of said Lot 2, North 0 degrees 16 minutes 55 seconds West, 372.16 feet to an angle point; thence along the South line of said Lot 2, South 39 degrees 30 minutes 30 seconds West 295.66 feet to an angle point; thence along the West line of said Lot 2, North 1 degree 51 minutes 35 seconds West 48.27 feet; thence along a line parallel with the North line of Vernon Avenue, North 88 degrees 38 minutes 35 seconds East 572.90 feet to the East line of said Lot 2; thence along the East line of Lot 2, South 1 degree 1 minute 55 seconds East 204.49 feet to an angle point; thence along the South line of said Lot 2, South 85 degrees 38 minutes 35 seconds West 197 feet to an angle point; thence along the East line of said Lot 2 South 1 degree 1 minute 55 seconds East 221.12 feet to a Southeast corner of said Lot 2, same being the North line of Vernon Avenue; thence Easterly along the South line of said Lot 2, South 88 degrees 38 minutes 35 seconds West 384.43 feet to the point of beginning.

IN TRACT NUMBER 3037:

Lot "A" of Tract Number 3037 as per map recorded in Book 31, Page 10 of Maps, Records of Los Angeles County.

IN TRACT NUMBER 3058:

Tract Number 3058 as per map recorded in Book 31, Page 10 of Maps, Records of Los Angeles County.

IN TRACT 3226:

Lots 1 and 3, Tract Number 3226 as per map recorded in Book 35, Page 20 of Maps, Records of Los Angeles County.

IN TRACT 3271:

Lots 1 and 2 of Tract Number 3271, as per map recorded in Book 35, Page 160 of Maps, Records of Los Angeles County.

IN THE CITY OF LOS ANGELES. IN TRACT NUMBER 1279:

Lots 3, 4, 5, 6, 7 and the following described portion of Lot 11: Beginning at the Northwesterly corner of said Lot 11 and running thence Southerly along the Westerly line of said Lot 11, 62.14 feet, thence in a Southeasterly direction 918.66 feet, more or less, to a point in the Easterly line of said Lot 11 distant 61.21 feet Southerly from the Northwesterly corner of said Lot, thence Northeasterly along said Easterly line 61.21 feet to the Northerly line of said Lot 11, thence along the

Northerly line of Lot 11 to the place of beginning, containing 1.3 acres, more or less, according to survey; all being in Tract Number 1279 as per map recorded in Book 21, Pages 150 and 151 of Maps, Records of Los Angeles County. Also all that portion of Modesto Street lying between Lots 4 and 5 hereinabove described and bounded on the North by the South line of Twenty-eighth Street and on the South by the North line of Thirty-first Street.

IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, S.B.E. & M.

In Section 6: The North half of Southwest quarter of Southeast quarter of Southwest quarter; the South half of North half of Northeast quarter of Southwest quarter; the West half of Southwest quarter of Southeast quarter; the North half of Southeast quarter of Southwest quarter, EXCEPTING THEREFROM that portion conveyed to the LITTLE LAKE SCHOOL DISTRICT by deed recorded in Book 6913, Page 229 of Deeds, in the office of the county Recorder of Los Angeles County, described as follows: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West, and running thence Easterly along the North line of the Southeast quarter of said Southwest quarter 220 feet; thence South parallel to the West line of the Southeast quarter of said Southwest quarter 396 feet; thence West parallel to the North line of the premises herein described, 220 feet to the West line of the Southeast quarter of said Southwest quarter, and thence along the last mentioned line 396 feet to the point of beginning.

ALSO EXCEPTING therefrom that portion conveyed by deed filed as Document Number 29,655 in the office of the Registrar of Titles of said county, described as follows: Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 6; thence running West along the North boundary line of the said Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 6 to a point distant 220 feet Easterly from the Northwest corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 6, said point being also the Northeast corner of the lands of the Little Lake School District as conveyed to said School District by deed recorded in Book 6913, Page 229 of Deeds, in the office of the Recorder of said county; thence South along the East line of the lands so conveyed to the Little Lake School District by deed above referred to, a distance of 396 feet; thence Easterly and parallel with the North line of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 6 to the East line of said Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 6; thence North along said East line of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 6 to the point of beginning. Also EXCEPTING therefrom that portion as follows: Beginning at the Northwestern corner of the Northeast quarter of the Southwest quarter of the Southwest quarter of said Section 6, running thence Easterly along the Northern boundary line of said Northeast quarter of the Southwest quarter of the Southwest quarter of said section, a distance of 150 feet, thence Southerly parallel with the Western boundary line of said Northeast quarter of the Southwest quarter of the Southwest quarter of said section, a distance of 396 feet; thence Easterly, parallel to the said Northern boundary line of said Northeast quarter of the Southwest quarter of the Southwest quarter of said section, to the Western boundary line of said Northeast quarter of the Southwest quarter of the Southwest quarter of said section; thence Northerly along said Western boundary line to the point of beginning.

IN RANCH SAN PEDRO:

That portion of the 3365.55 acre tract of land in the RANCHO SAN PEDRO allotted to MARIA BELORON DOMINGUEZ de VAZQUEZ, by decree of partition entered in Case No. 3284, Superior Court of said Los Angeles County, described as follows:

Beginning at a point in the Southerly line of Wilmington Street, 56 feet wide, distant Westerly 5645.55 feet from the intersection of said Southerly line with the Southerly prolongation of the center line of that portion of Wilmington Avenue,

66 feet wide, lying northerly of said Wilmington Street; thence westerly along said southerly line of Wilmington Street 610.51 feet; thence southerly at right angles to said southerly line, 1427 feet; thence easterly parallel with the southerly line of said Wilmington Street 610.51 feet; thence northerly 1427 feet to the point of beginning.

ORANGE COUNTY.

IN TOWNSHIP 3 SOUTH, RANGE 10 WEST, S.B.B. & M.

In Section 2: The West half of Southeast quarter and Southwest quarter, EXCEPTING THEREFROM the Southwest quarter of Southeast quarter of Southwest quarter of said Section 2 excepting the South 40 feet, the North line of said 40 feet being parallel with the South line of said Section 2. Also the West 100 feet of the Southeast quarter of the Southeast quarter of Southwest quarter EXCEPT the South 40 feet, the North line of said 40 feet being parallel with the South line of said Section 2 and the East line of said 100 feet being parallel with the West line of said Southeast quarter of Southeast quarter of Southwest quarter.

IN TOWNSHIP 3 SOUTH, RANGE 9 WEST, S.B.B. & M.

In Section 8: The North half of Northeast quarter; also beginning at a point in the Northeast quarter of the Southwest quarter of said Section 8, 350 feet North 16 degrees 40 minutes East from the Southwest corner of the Northeast quarter of the Southeast quarter of said Section 8; thence North 66 degrees 25 minutes East, 102.7 feet; thence North 19 degrees 29 minutes East, 292.4 feet; thence North 162.5 feet; thence North 62 degrees 6 minutes West, 152.8 feet; thence South 36 degrees 45 minutes West, 213.4 feet; thence South parallel with and distant 25 feet East from the West line of the Northeast quarter of the Southeast quarter of said Section 8, 130 feet; thence South 23 degrees 36 minutes East 217.5 feet to the point of beginning, containing an area of 8.37 acres, more or less, being the same parcel of land conveyed by deed to the Brea Canon Oil Company by the Standard Oil Company on November 23, 1906, and recorded in the office of the County Recorder of Orange County, State of California, in Book of Deeds No. 123, on Page 245.

In Section 9: The Northwest quarter of Northeast quarter.

IN TOWNSHIP 3 SOUTH, RANGES 9 and 10 WEST, S.B.B. & M.

In Sections 1, 5 and 6: Commencing at the Southeast corner of the RANCHO RINCON de LA BREA, and being Station III of the exterior boundary of said Rancho, the same being marked by a 4x4 inch post, 3 feet high, marked "S.J.O. de S.A." on the South face, with a 2 inch gas pipe driven on the North side of the said post; running thence North 85 degrees 48 minutes West 107.16 chains to a 6 inch iron casing marked "U.O.C." "O.L.U.C." "Comp. Cor. No. 1", "Dec. 1904"; thence North 57 degrees 38 minutes West 32.117 chains to a 6 inch iron casing marked "U.O.C.", "O.L.U.C." "Comp. Cor. No. 2" "Dec. 1904" as per compromise deed between Union Oil Co., of California and Graham-Laffin Oil Company, dated the 20th day of March A.D. 1905, and recorded on the 10th day of June A.D. 1905 in the office of the County Recorder of the said County of Orange in Book 120 of Deeds, Page 223; thence North 28 degrees 36 minutes East 27.385 chains to a point in a road; thence North 69 degrees 0 minutes East 14.88 chains to a point in the center of the Arroyo del Rodeo, said point being .50 chains West of a 4x4 inch redwood witness post marked "W.E." on the Southeast face, "Z" on the Northeast face, and "W" on the West face; thence South 85 degrees 49 minutes East, 106.811 chains to a 2x4 inch post in rock mound marked "Z" on the Northeast face, and "W.E." on the Southwest face; thence South 0 degrees 21 minutes East 52.034 chains to the point of beginning; containing 606.93 acres of land, and being that certain so-called 693.669 acre tract of land as the same is described in a deed from HERBERT JOHNS et al to DELAWARE UNION OIL COMPANY dated the 14th day of April A.D. 1911, and recorded on the 27th day of April A.D. 1911 in the office of the County Recorder of the said County of Orange in Book 196, of Deeds, Page 339.

IN BLOCK 44 OF THE TOWN OF RICHFIELD.

Block 44 of the Town of Richfield, as shown on a map recorded in Book 1, Page 26 of Licensed Surveyor's Maps, Records of Orange County, California, reserving therefrom the Northerly 100 feet. Also that portion of Lot 35 of HAZARD'S SUBDIVISION

as shown on a Map filed in Book 1, Page 26 of Licensed Surveyors' Maps, Records of Orange County, California, described as follows: Beginning at the Southwest corner of Block 44 of the Town of Michfield, as shown on said map, running thence South and parallel to the Easterly line of said Lot 35, 218.22 feet to the Northwest corner of the land conveyed by STERN REALTY COMPANY, a corporation, to B.F. CHRISTNER et al. by deed recorded in Book 240, Page 331, of Deeds, Records of Orange County, California; thence Easterly along the Northerly line of said land conveyed to B.F. CHRISTNER et al. 850 feet to a point in the Easterly line of said Lot 35; thence Northerly along the Easterly line of said Lot 35, 218.22 feet to the Southeast corner of said Block 44; thence Easterly along the Southerly line of said Block 44, 850 feet to the point of beginning.

SAN DIEGO COUNTY. IN THE OTAY RANCHO.

Lots 38, 39, 42 and 43 of the OTAY RANCHO, according to the subdivision map thereof No. 862 filed in the office of the County Recorder of said San Diego County Feb. 7, 1900.

SAN LUIS OBISPO COUNTY.

IN TOWNSHIP 11 NORTH, RANGE 25 WEST, S.B.B. & M.

In Section 18: All of Section 18.

IN TOWNSHIP 12 NORTH, RANGE 25 WEST, S.B.B. & M.

In Section 36: The Southwest quarter of the Southwest quarter; Northwest quarter of the Southwest quarter and the East half of the Southwest quarter of Fractional Section 36.

IN TOWNSHIP 12 NORTH, RANGE 26 WEST, S.B.B. & M.

In Section 36: Lots 1, 2, 3, 4, and the South half

IN TOWNSHIP 32 SOUTH, RANGE 22 EAST, M.D.B. & M.

In Section 16: The entire section.

SANTA BARBARA COUNTY. IN THE SANTA ROSA RANCHO:

Fee of the mineral rights in 103.12 acres described as follows: Commencing at a live oak tree, corner number 3 of the SANTA ROSA RANCHO; thence running North 72 degrees, 42 minutes East 1111.44 feet to a stake, corner number 4, of said Santa Rosa Rancho; thence South 9 degrees 11 minutes East 3230.22 feet to a stake on the boundary line of the Santa Rosa Rancho; thence due West 1907.10 feet to boundary line of Santa Rosa Rancho; thence North 6 degrees 14 minutes East 2672.19 feet to the place of beginning.

IN THE RANCHO LOS ALAMOS:

All that certain part of the RANCHO LOS ALAMOS; commencing at a point on the Southern boundary of said Rancho Los Alamos from which Station "A" No. 1 bears South 77 degrees 28 minutes East 444.49 chains distant, and thence running North 196.61 chains to the middle of the creek; thence North 23 degrees 20 minutes West following the center of said creek 3.76 chains; thence South 76 degrees 51 minutes West 10.49 chains; thence leaving said creek South 15 chains; thence South 77 degrees 54 minutes West 115.63 chains; thence South 16 degrees 47 minutes West 127.72 chains; thence South 77 degrees 24 minutes East 186.16 chains along the Southern boundary above mentioned to the place of beginning; containing 2243 acres EXCEPTING all those certain pieces and parcels of land conveyed by Los Alamos Oil & Development Company to the Associated Transportation Company by deed dated the 23rd day of December, 1909.

TULARE COUNTY

IN TOWNSHIP 24 SOUTH, RANGE 24 EAST, M.D.B. & M.

In Section 7: The entire section.

In Section 18: The North half of the North half, excepting therefrom the East 100 feet thereof.

IN TOWNSHIP 22 SOUTH, RANGE 27 EAST, M.D.B. & M.

In Section 9: South half of Southwest quarter; Southeast quarter.

VENTURA COUNTY.

IN TOWNSHIP 3 NORTH, RANGE 24 WEST, S.E.B. & U.

In-Partition of Sections 9, 15, 16, 21, and 22:

Fee of mineral rights in 494.88 acres described as follows: Beginning at a 1-inch iron pipe set at the one-quarter section corner between said Sections 16 and 21; and running thence North 8.89 chains to a 1-inch iron pipe set in a mound of stone on left bank of Arroyo Javon, and from which a native walnut tree 12 inches in diameter marked with 2 notches, bears South 81 degrees 0 minutes West 1.36 chains; thence up the Canada Javon crossing and re-crossing the Arroyo therein North 57 degrees 15 minutes East 6.82 chains to Station "6"; thence North 50 degrees 30 minutes East 14.56 chains to Station "7"; thence North 46 degrees 35 minutes East 11.55 chains to Station "8"; thence North 18 degrees 0 minutes East 17.21 chains to Station "9"; thence North 12 degrees 35 minutes East 13.76 chains to Station "10"; thence North 5 degrees 50 minutes West 23.25 chains to Station "11"; thence leaving bottom of said Canada Javon, South 47 degrees 0 minutes East 15.62 chains to Station; thence South 43 degrees 0 minutes West 4.87 chains to Station; thence South 47 degrees 0 minutes East 65.37 chains to the westerly edge of the Valley of Padre Juan Canon; thence, South 39 degrees 0 minutes West 3.25 chains; thence North 85 degrees 0 minutes West 3.30 chains; thence South 31 degrees 30 minutes West 6.00 chains; thence South 42 degrees 0 minutes East 2.72 chains; thence South 37 degrees 45 minutes West 9.25 chains; thence South 14 degrees 45 minutes West 4.09 chains; thence South 31 degrees 0 minutes West 8.23 chains to a station in line between said Sections 15 and 22; distant West 9.56 chains from the one-quarter section corner therein; also distant East 29.74 chains from the corner of said Sections 15, 16, 21 and 22, which is a 2-inch pipe; thence along said section line, West 5.86 chains; thence South 8 degrees, 40 minutes East 16.31 chains to a 1-inch iron pipe set in the center of the Arroyo in Padre Juan Canon; thence South 26 degrees 25 minutes West 9.53 chains; thence South 3 degrees 30 minutes West 15.37 chains; thence West 20.97 chains to a point in line between said Sections 21 and 22, distant South 40 chains from last above described iron pipe at section corner; thence, North 45 degrees 0 minutes West 26.23 chains; thence North 20 chains to a 1-inch iron pipe set in line between said Sections 16 and 21, distant West 20 chains from aforesaid section corner; thence West 20 chains to the point of beginning.

3. SURFACE RIGHTS HELD BY THE CORPORATION IN JEN.

VENTURA COUNTY. IN THE RANCHO CANADA LARGA:

A part of subdivision "A" of the RANCHO CANADA LARGA as said subdivision "A" is designated and delineated upon that certain map entitled "Plan of the Rancho Canada Larga, etc.," as recorded in the office of the County Recorder of said Ventura County in Book 1 of Miscellaneous Records at Page 33, and particularly described as follows:

Beginning at a point in line No. 10 of the final survey of said Rancho Canada Larga distant North 16 degrees 31 minutes East 15.35 chains from a $\frac{1}{4}$ -inch pipe set at corner "C.L.10" of said Rancho; thence from said point of beginning:

FIRST: North 84 degrees 19 minutes West 1344.2 feet at $\frac{1}{4}$ of a foot a $\frac{1}{4}$ -inch pipe, at 1344.2 feet a $\frac{1}{4}$ -inch pipe set in the East line of that certain public road known as and called "Hordhoff Road", at 1344.2 feet a point in the center line of said road; thence

SECOND: North 5 degrees 20 minutes East 1716.3 feet with the center line of said road to a point; thence at right angles

THIRD: South 84 degrees 40 minutes East 1898.3 feet, at 30.06 feet a 4x4 post, at 1898.3 feet a $\frac{1}{4}$ -inch pipe in line Number 11 of final survey of said Rancho Canada Larga, thence

FOURTH: South 47 degrees 39 minutes West 630.1 feet with said line Number 11 to corner "C.L.11" of said Rancho at which corner a $\frac{1}{4}$ -inch by 4-inch pipe is set within a 2-inch by four foot by five inch pipe to replace the old slider stake at said corner; thence

FIFTH: South 16 degrees 31 minutes West 671.2 feet to the point of beginning and

containing 39.232 acres, and being the same piece or parcel of land described in Parcel B in that certain deed dated November 13, 1909 and recorded in the office of the County Recorder of said county in Book 121 of Deeds, at page 167, et seq.

A part of subdivision "A" as the same is designated and delineated upon that certain map entitled "Plat of the Rancho Canada Larga, as finally surveyed and patented showing subdivisions as surveyed by J.T. STUTZ", and recorded in the office of the County Recorder of said Ventura County in Book 1 of Miscellaneous Records at Page 33, and particularly described as follows:

Beginning at a 4x4 redwood post set in the center line of that certain public road 60 feet wide locally known as and called "Ventura Avenue", at the Northwest corner of "Parcel No. 2" as delineated upon that certain map entitled "Map showing lands owned by IRVING B. GOSWELL et al; in the Rancho Canada Larga and La-Mission of San Buenaventura", and filed in the office of the County Recorder of said Ventura County in Book 1 of the "Records of Surveys", at page 16, and at the Northwest corner of Parcel No. 2 as described in the agreement between ELLSW S. BARNARD AND CARRIE M. SOTTER et al, dated May 24, 1897; from said point of beginning a 4x4 redwood post set at the point of intersection of the center line of said Ventura Avenue and line No. 9 of the final survey of said Rancho Canada bears South 5 degrees 20 minutes East 19.54 chains distant; thence from said point of beginning:

FIRST: South 84 degrees 19 minutes East, 1840 chains to a 4x4 redwood post marked "P" set in line Number 10 of the final survey of said Rancho Canada Larga at the Northeast corner of said Parcel Number 2 as delineated upon the map last above described and at the Northeast corner of said "Parcel No. 2" as described in said agreement between ELLSW S. BARNARD AND CARRIE M. SOTTER et al; from which a 1-inch iron pipe set at corner Number 10 of the final survey of said Rancho Canada Larga bears South 16 degrees 30 minutes West 3.17 chains distant; from said 1-inch iron pipe at said corner No. 10 a live oak tree bears North 79 degrees 30 minutes West 0.36 chains distant; thence.

SECOND: North 16 degrees 30 minutes East 4.53 chains along said line Number 10 of the final survey of said Rancho Canada Larga to a 4x4 redwood post set at the Southeast corner of "Parcel No. 4"; as delineated upon the map last above described; from which a 1-inch iron pipe 48 inches long driven inside of a 2-inch iron pipe 53 inches long set at corner Number 11 of the final survey of said Rancho Canada Larga bears North 16 degrees 30 minutes East 15.33 chains distant; thence.

THIRD: North 84 degrees 19 minutes West 19.27 chains to a 4x4 redwood post set at a point in the center line of said "Ventura Ave." at the Southwest corner of said Parcel Number 4 as delineated upon the map last above described; thence,

FOURTH: South 5 degrees 20 minutes West 4.45 chains along the center line of said "Ventura Ave." to the point of beginning, containing 6.32 acres.

FRESCO COUNTY.

IN TO-WHICH 21 SOUTH, RANGE 16 EAST M.D.B. & N.

In Section 22: The fee of surface rights in and to Southwest quarter of the Southwest quarter; Northeast quarter of the Southwest quarter; Southwest quarter of the Southeast quarter and Northeast quarter of the Southeast quarter.

C. LEASEHOLDS AND OTHER INTERESTS IN REAL PROPERTY.

And also all those certain leases, leasehold interest and rights of the lessee or lessees, or assignee of lessee or lessees, under leases as evidenced by, described in, or existing or accruing under all those certain leases or agreements next hereinbelow more particularly described, scheduled and referred to under the respective names of the counties, and/or townships and/or other subdivisions in the State of California, wherein the lands covered or affected thereby are situate, which lands, in the case of each such lease, are as designated and described immediately following the specifications of the date of the lease, the names of the lessor and lessee therein, the assignee of the lessee, if any, and the book and page of the recordation or registration of such lease and/or assignment in the office of the County Recorder or registrar of titles of the county wherein the lands covered or affected by such lease are situated, to-wit:

KERN COUNTY

IN TOWNSHIP 23 SOUTH, RANGE 27 EAST, M.D.B. & M.

Date: June 29, 1923. Lessor: OSBORNE C. CAULIEREY, a single man.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 83, Page 193

Official Records. The Northeast quarter of Section 22.

Date: May 11, 1923. Lessor: WILLIAM J. HORMSEY and SUSAN H. HORMSEY, his wife.

Lessee: CHARLES V. BLOOMER. Recorded: Book 84, Page 216 Official Records.

Assigned to: GENERAL PETROLEUM CORPORATION, July 2, 1923.

Recorded: Book 84, Page 216 Official Records. The Northeast quarter of the Southeast quarter of Section 28.

Date: June 11, 1923. Lessor: JOHN V. FAUGHLAN, et al.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 87, Page 107 Official Records. The Southeast quarter of the Northeast quarter of Section 30.

IN TOWNSHIP 27 SOUTH, RANGE 26 EAST, M.D.B. & M.

Date: June 27, 1923. Lessor: MAUDE E. BROOK and D.L. BROOK, her husband.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 84, Page 239 Official Records. The North half of Northeast quarter and the Southeast quarter of Northeast quarter of Section 22.

IN TOWNSHIP 26 SOUTH, RANGE 26 EAST, M.D.B. & M.

Date: July 10, 1923. Lessor: PARK M. REYNOLDS and NETTA REYNOLDS, his wife.

Lessee: FRED S. JASPER. Recorded: Book 86, Page 189 Official Records.

Assigned to: GENERAL PETROLEUM CORPORATION, August 13, 1923.

The South half of Northwest quarter of Section 2.

IN TOWNSHIP 30 SOUTH, RANGE 29 EAST M.D.B. & M.

Date: October 3, 1924. Lessor: GEORGE W. HEIM and ELIZABETH HEIM, his wife.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 40, Page 71 Official Records. The Northwest quarter of Southwest quarter of Section 28.

Date: October 3, 1924. Lessor: SAMUEL C. BIERI, a single man.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 40, Page 75 Official Records.

The Northeast quarter of Northeast quarter of Section 30.

Date: October 24, 1924. Lessor: SAN JOAQUIN VALLEY DEVELOPMENT COMPANY, a corporation. Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 36, Page 477 Official Records.

The South half of Southeast quarter of Section 30, being all of San Joaquin Valley Development Company's subdivision No. 1 according to the map of said subdivision filed in the office of the County Recorder of Kern County on March 24, 1923.

Date: October 16, 1924. Lessor: EMMA ALBERTA BASTIAN and NORMAN B. BASTIAN her husband. Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 36, Page 392, Official Records. The West half of Northwest quarter of Section 34.

IN TOWNSHIP 31 SOUTH, RANGE 28 EAST, M.D.B. & M.

Date: May 4, 1909. Lessor: BRITISH-AMERICAN OIL COMPANY, a corporation

Lessee: F. J. HANE. Recorded: Book 18, Page 366 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION October 20, 1916.

The Southwest quarter of Southeast quarter of Southwest quarter, the Southwest quarter of Southwest quarter of Southwest quarter, the Northeast quarter of Southeast quarter of Southwest quarter, the Northeast quarter of Southwest quarter of Southwest quarter, Southwest quarter of Northeast quarter of Southwest quarter, the Southwest quarter of Northwest quarter of Southwest quarter, the Northeast quarter of Northeast quarter of Southwest quarter, and the Northeast quarter of Northwest quarter of Southwest quarter of Section 12.

IN TOWNSHIP 12 SOUTH, RANGE 23 EAST, M.D.B. & M.

Date: March 5, 1919. Lessor: J. J. JAMESON and IDA M. JAMESON, his wife.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 87, Page 160 Official Records.

Beginning at a point within Section 24, Township 32, South, Range 23 East, M.D.B. & M. distant 119.22 feet South 48 degrees 16 minutes East from a point in the North boundary line of said Section 24, which point is distant 1,390.63 feet

Westerly along said North boundary line from the Northeast corner of said Section 24; running thence South 48 degrees 16 minutes East, 485.00 feet to a point; thence South 21 degrees 33 minutes East, 500.00 feet to a point; thence South 88 degrees 30 minutes West, 343.01 feet to a point; thence North 21 degrees 13 minutes 30 seconds West, 200 feet to a point; thence North 88 degrees 30 minutes West, 30.00 feet to a point; thence North 21 degrees 13 minutes 30 seconds West 733.00 feet to a point; thence North 88 degrees 30 minutes East 165.54 feet to the point of beginning (Surface rights only).

IN TOWNSHIP 32 SOUTH, RANGE 25 EAST, N.D.B. & M.

Date March 18, 1923. Lessor: JOHN O'NEIL AND MARCELLA O'NEIL, husband and wife, et al. Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 62, Page 242, Official Records. The East half of the Southeast quarter of Section 28.

Date: February 25, 1923. Lessor: ROBERT I. BRANCE and MAIE O. BRANCE, his wife. Lessee: F.C. MUEL. Recorded: Book 60, Page 421, Official Records. Assigned to GENERAL PETROLEUM CORPORATION, Feb 26, 1923.

Recorded: Book 60, Page 425, Official Records. The East half of the Southeast quarter; the Northwest quarter of Southeast quarter of Section 32.

IN TOWNSHIP 32 SOUTH, RANGE 28 EAST, N.D.B. & M.

Date: February 28, 1923. Lessor: P.M. PIKE, Trustee.

Lessee: GENERAL PETROLEUM CORPORATION. The East 340 acres of Section 31.

IN TOWNSHIP 11 NORTH, RANGE 20 WEST, S.B.B. & M.

Date: February 28, 1923. Lessor: P.M. PIKE, Trustee.

Lessee: GENERAL PETROLEUM CORPORATION. The Southeast quarter of Section 4.

IN TOWNSHIP 12 NORTH, RANGE 20 WEST, S.B.B. & M.

Date: February 28, 1923. Lessor: P.M. PIKE, Trustee.

Lessee: GENERAL PETROLEUM CORPORATION. The East half of Section 33.

IN TOWNSHIP 12 NORTH, RANGE 21 WEST, S.B.B. & M.

Date: October 29, 1924. Lessor: PETER K. REIFEL AND HANNAH REIFEL, his wife.

Lessee: F.C. MUEL. Recorded: Book 41, Page 136, Official Records.

Assigned to GENERAL PETROLEUM CORPORATION, Nov 1, 1924.

Recorded: Book 43, Page 83, Official Records. The East half of Fractional Section 30 of Section 30.

IN TOWNSHIP 12 NORTH, RANGE 22 WEST, S.B.B. & M.

Date: February 11, 1923. Lessor: RAY L. HUBER AND EDNA G. HUBER, his wife.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 38, Page 109, Official Records. The West 60 acres of Fractional Section 30 of Section 30.

LOS ANGELES COUNTY. IN THE RANCHO SANTA GERTRUDIS.

Date: May 18, 1922. Lessor: J.B. TUNES and LOUISA TUNES, his wife.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 1220, Page 1 of

Official Records. Beginning at a point in the Northerly line of the Rancho Santa Gertrudis, said point being Station 20 of the patent survey of said Rancho; thence North 73 1/2 degrees West along said Northerly line and the prolongation thereof, to an intersection with the Easterly line of land conveyed by HANK M. TWEEDY et al. to the RIO HUIDO PROTECTION CORPORATION by deed recorded in Book 5438, Page 109 of Deeds; thence along said Easterly line South 27 degrees 17 minutes 30 seconds West to an angle point in said line; thence still along said Easterly line South 24 degrees 57 minutes 30 seconds West to the Southerly line of land devised to G.W. TWEEDY by decree rendered in action FRANK K. MURPHY, et al v. G.F. TWEEDY et al. Case No. 32859, S.D.; thence North 89 degrees 27 minutes East along said Southerly line to an angle point in said line; thence still along said line South 69 degrees 37 minutes East 7.20 chains; curve or less, to the Southwest corner of land conveyed to J.G. DOWNEY, et al., to G.W. TWEEDY by deed recorded in Book 13, Page 223 of Deeds; thence South 70 degrees 40 minutes East along the Southerly line of land so conveyed to G.W. TWEEDY, to the Southwest corner of land conveyed to HANK M. TWEEDY et al., to EDWARD E. KELLY by deed recorded in Book 6941, Page 303, of Deeds; thence along the Westerly line of land so conveyed to EDWARD E. KELLY North 27

degrees 38 minutes East 337.2 feet, more or less, to an angle in said line, North 23 degrees 32 minutes East 314.05 feet, North 23 degrees 20 minutes 50 seconds East 776.6 feet, and North 27 degrees 42 minutes 30 seconds East 643.21 feet, more or less, to the northerly line of the Rancho Santa Gertrudes; thence North 50 degrees 45 minutes West along said northerly line to the place of beginning, except that portion of said property, if any, lying west of the westerly patent line of the Rancho Santa Gertrudes.

IN TOWNSHIP 3 SOUTH, RANGE 13 WEST, S.B.B. & M.,

Date: June 1, 1922. Lessor: JOSEPH P. ALSTEDT, et al.

Lessee: General Petroleum Corporation. Recorded: Book 1181, Page 171, of Official Records. That portion of Lot 3 of the Southwest quarter of Section 18, described as follows: Beginning at the Northeast corner of said Lot 3 and running southerly along the Eastern boundary of said Lot 3, a distance of 660 feet; thence Easterly parallel with the Northern boundary line of said Lot 3, a distance of 660 feet; thence Northerly parallel with the said Eastern boundary line of said Lot 3 to the said Northern boundary line of said Lot 3; thence Easterly along the said Northern boundary line to the point of beginning and containing ten acres.

IN TOWNSHIP 3 SOUTH, RANGE 14 WEST, S.B.B. & M.

Date: May 3, 1922. Lessor: H.E. WELLCOME AND ANNIE H. WELLCOME, his wife.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 1170, Page 23 of Official Records. That portion of the Northeast quarter of Section 13 marked "Adelaide 4' Artois 41.275 acres" on a map of a resurvey of the Townsite of Rosecrans, recorded in Book 52, Page 36 M.R. of said County, more particularly described as follows: Commencing at the quarter section corner between Section 13, township 3 South, Range 14 West, S.B.B. & M. and Section 18, township 3 South, Range 13 West, S.B.B. & M., thence North 18.917 chains to a 3x3 stake from which point the Northeast corner of said Section 13 bears North 21.083 chains distant; thence West 21.619 chains to a 3x3 stake in the center of Chestnut Street, as shown on said map; thence South along said center line 16.917 chains to a 4x4 stake; thence East 21.819 chains to the place of beginning.

IN TOWNSHIP 3 SOUTH, RANGE 11 WEST, S.B.B. & M.

Date: May 13, 1920. Lessor: JOHN H. AGEE et al. (Community Lease)

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 138, Page 118, of Records. The South half of North half of Northeast quarter of Southwest quarter of Section 6. The South half of the Northeast quarter of the Southwest quarter of Section 6. The North half of the Southwest quarter of the Southeast quarter of the Southwest quarter and the North half of the Southeast quarter of the Southwest quarter of Section 6, EXCEPTING THEREFROM that portion conveyed to the Little Lake School District by deed recorded in Book 6913, Page 229, of Records, in the office of said County Recorder, described as follows: Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section 6, and running thence Easterly along the North line of the Southeast quarter of said Southwest quarter 220 feet; thence South parallel to the West line of the Southeast quarter of said Southwest quarter; 356 feet; thence West parallel to the North line of the premises herein described 220 feet to the West line of the Southeast quarter of said Southwest quarter, and thence along the last mentioned line 394 feet to the point of beginning. The West half of Southeast quarter of Southeast quarter of Section 6. All being in the RANCHO SANTA GERTRUDIS, subdivided for the Santa Gertrudes Land Association, as per map recorded in Book 1, Page 602 and Book 12, Page 18 of M.R. in the office of the County Recorder of Los Angeles County.

IN TOWNSHIP OF SANTA FE SPRINGS.

Date: November 15, 1921. Lessor: CHRISTINA K. ANDERSON et al (Community Lease)

Lessee: EDYSTONE OIL CORPORATION, a corporation. Recorded: Book 673, Page 285 Official Records. Assigned to: GENERAL PETROLEUM CORPORATION, Jan 6, 1922. Recorded: Book 881, Page 6 of Official Records. Lots 1 to 26 inclusive in Block 53 of the Townsite of Santa Fe Springs, as per map recorded in Book 18, Pages 37 to 40 M.R. of Los Angeles County.

Date: February 1, 1922. Lessor: MAEEL D. HILL AND JOSEPH H. HILL, her husband.
 Lessee: MIDWAY GAS COMPANY, a corporation. Recorded: Book 947, Page 277, of
 Official Records. Assigned to: GENERAL PETROLEUM CORPORATION. March 13, 1922.
 Recorded: Book 899, Page 203, of Official Records. Lots 1 to 9 inclusive,
 Lots 11, 13 and 15 of DUNN, SMITH & CORSTELL'S Subdivision of the East half of the
 Northeast quarter of the Southeast quarter of Section 8, Township 3 South Range 11
 West, S.R.D. & M. RANCHO SANTA GERTRUIES as per map recorded in Book 18, Page 98.
 Miscellaneous Records; Lots 13 and 14 in Block 87 of the Townsite of Santa Fe Springs
 as per map recorded in Book 26, Pages 37 to 40, Miscellaneous Records.

IN CITY OF SIGNAL HILL.

Date: June 18, 1921. Lessor: P.W. DRAKE and GLORIA DRAKE, his wife; and W.M.
 BLACK and LIDA E. BLACK, his wife. Lessee: JOSEPH J. DANEY.

Recorded: Book 146, Page 259 of Records. Assigned to: GENERAL PETROLEUM
 CORPORATION, June 30, 1921. The East half of North half of West half of FARM
 LOT 79, AMERICAN COLONY TRACT, City of Signal Hill, County of Los Angeles, State
 of California, as per map in Book 19, Pages 89 and 90 N.R. of said County.

Date: January 1, 1923. Lessor: RALPH H. CLOCK AND NAUKE H. CLOCK, his wife, and
 CLYDE CALDER McWHIRLEY and JESSE H. McWHIRLEY, his wife. Lessee: GENERAL PETRO-
 LEUM CORPORATION. Recorded: Registered Land AN 12536 7 10108.

The East half of East half of Farm Lot 78 of the AMERICAN COLONY TRACT, City
 of Signal Hill, County of Los Angeles, State of California, as per map in Book 19,
 Pages 89 and 90 N.R. of said County.

Date: June 10, 1921. Lessor: FREDERICK S. JACOB AND ROSETTA JACOB, his wife.
 Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 400, Page 142 of
 Official Records. The East 560 feet of the North 530 feet of Farm Lot 64 of
 the AMERICAN COLONY TRACT, City of Signal Hill, County of Los Angeles, State of Cali-
 fornia, as per map recorded in Book 19, Page 89, N.R. of said County.

EXCEPT- Beginning on the northern boundary line of said portion of said farm
 lot at a point 166 feet Westerly from the Northeast corner of said portion of said
 farm lot; running thence Southerly and parallel with the Eastern boundary line
 of said portion of said farm lot a distance of 210 feet to a point; thence Westerly
 and parallel to the Northern boundary line of said portion of said farm lot a dis-
 tance of 311.143 feet to a point; thence northerly and parallel to the said Eastern
 boundary line of said portion of said farm lot to the Northern boundary line there-
 of; thence Easterly along said Northern boundary line to the point of beginning,
 containing one and one-half (1½) acres.

Date: October 4, 1921. Lessor: MINNA KIDWELL HUTCHINGS AND ACHIA M. KID-
 WELL. Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 607,
 Page 85, of Official Records. West half of Farm Lot 66, of AMERICAN COLONY
 TRACT, as per map in Book 19, Pages 89 and 90 N.R.

IN THE RANCHO POTRERO GRANDE.

Date: June 3, 1917. Lessor: PEDRO ALVITRE, a single man.
 Lessee: ROBERT D. MORAN. Recorded: Book 108, Page 281 of Records, and
 Book 6782, Page 81, Deeds. Assigned to: GENERAL PETROLEUM CORPORATION,
 Oct 17, 1917. Beginning at a point North 57 degrees 43 minutes 04 seconds
 East 1135.78 feet from a point hereinafter called the Radial Point which Radial
 Point is South 56 degrees 51 minutes 07 seconds West 741.84 feet from Station 20
 of the Survey of the boundaries of the Rancho La Merced as shown on the map of
 said Rancho La Merced recorded in Book 13, of Patents, at Page 13, Records of Los
 Angeles County (which said Station 20, of the Survey of the boundaries of the
 Rancho La Merced is also Station 14 of the Survey of the boundaries of the Rancho
 Potrero Grande as shown on the map of said Rancho Potrero Grande recorded in Book
 1, of Patents, at Page 1, Records of Los Angeles County and is also the most
 Southerly corner of Lot 13 of Tract No. 701 as shown on the map of said tract
 recorded in Book 16, of Maps, at Pages 110 and 111, records of Los Angeles County);
 thence Northerly along the arc of a circle having a radius of 1185.78 feet,

the center of said circle being the Radial Point hereinbefore referred to, a distance of 153.17 feet to a point; thence North 39 degrees 41 minutes West 133.61 feet to a point; then North 23 degrees 24 minutes 45 seconds East 250.37 feet to a point; thence North 43 degrees 38 minutes East 212.45 feet to a point; thence North 94 degrees 34 minutes 18 seconds East 276.42 feet to a point; thence North 77 degrees 37 minutes 15 seconds East 939.14 feet to a point; thence South 23 degrees 09 minutes 30 seconds East 326.79 feet to a point; thence South 45 degrees 03 minutes West 497.74 feet to a point; thence South 64 degrees 54 minutes 30 seconds West 401.01 feet to a point; thence South 63 degrees 33 minutes 30 seconds West 400.29 feet to a point; thence South 65 degrees 27 minutes 10 seconds West 446.92 feet to a point; thence South 63 degrees 03 minutes 30 seconds West 351.04 feet more or less to the point of beginning containing 12.00 acres more or less.

IN THE RANCHO LA MERCED:

Date: June 7, 1917. Lessor: JULIA de CRUZ. Lessee: ROBERT B. MORAN.
Recorded: Book 111, Page 154 of Leases, and Book 5854, Page 114 of Deeds.

Assigned to: GENERAL PETROLEUM CORPORATION Oct 17, 1917.

Beginning at a point in the Northerly line of that certain county road, sometimes known as the VALLEY ROAD South 73 degrees 30 minutes 51 seconds East 1435.78 feet from a point hereinafter called the Radial Point which Radial Point is South 56 degrees 51 minutes 07 seconds West 741.84 feet from Station 30 of the survey of the boundaries of the Rancho La Merced as shown on map of said Rancho La Merced recorded in Book 13, of Patents, at Page 16, Records of Los Angeles County (which Station 30 of the survey of the boundaries of the Rancho La Merced is also Station 14 of the survey of the boundaries of the Rancho Patrore Grande as shown on the map of said Rancho Patrore Grande recorded in Book 1, of Patents, at Page 1, Records of Los Angeles County and is also the most Southerly corner of Lot 53 of Tract No. 701 as shown on map of said tract recorded in Book 16, of Maps, at Pages 110 and 111, Records of Los Angeles County);

Thence along the Northerly line of the county road North 64 degrees 55 minutes 15 seconds West 123.15 feet more or less to a point which is the most Southerly angle point in the property of ELIZABETH BERRY described in that certain agreement dated October 1, 1916, and recorded December 4, 1916, in Book 5762, of Deeds, at Page 81, Records of Los Angeles County; thence North 64 degrees 43 minutes 45 seconds East 1775.37 feet to a point; thence North 73 degrees 17 minutes 30 seconds East 221.43 feet to a point; thence South 20 degrees 36 minutes East 259.23 feet to a point; thence North 83 degrees 25 minutes West 218.51 feet to a point; thence North 89 degrees 43 minutes West 366.02 feet to a point; thence South 51 degrees 34 minutes West 341.53 feet to a point; thence South 22 degrees 37 minutes 30 seconds West 137.93 feet to a point; thence South 67 degrees 18 minutes 45 seconds West 416.79 feet to a point; thence South 55 degrees 02 minutes 15 seconds West 247.45 feet to a point; thence South 20 degrees 33 minutes 15 seconds West 101.50 feet to a point; in the Northerly line of the county road thence along the Northerly line of the county road North 64 degrees 55 minutes 15 seconds West 299.39 feet more or less to the point of beginning, containing 8.097 acres more or less.

ORANGE COUNTY.

Date: May 7, 1919. Lessor: W.L.B. BRUGH, et al.

Lessee: GENERAL PETROLEUM CORPORATION. Recorded: Book 11, Page 50 of Leases.

That portion of Lot 5, Block 30, of the YORBA LINDA TRACT, as per map recorded in Book 5, Pages 17 and 18 of Misc. Maps, Records of Orange County, described as follows:

Beginning on the Southern boundary line of said Lot 5 at a point thereon distant 300 feet Easterly along said Southern boundary line from the center line of the highway known as Richfield Road; running thence Easterly said 300 feet to the center line of the said road; thence Northerly along said center line 323 feet; thence Easterly parallel with the Southern boundary line of said Lot 5, a distance of 300 feet to a point within said Lot 5; thence Southerly parallel with the said center line of said Richfield Road, 323 feet to the point of beginning.

Dated: March 17, 1919.

Lessors: JACK HUGH AND LILLIE HUGH, his wife.

Lessee: OSCAR R. HOWARD.

Recorded: Book 9, Page 354 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION. Aug 7, 1920. Recorded: Book 16 Page 49, of Leases. Lot 'A' of Tract No. 80, as shown on map recorded in Book 10, Page 30, Misc. Maps.

Date: May 7, 1919.

Lessor: J. H. McCracken and I. M. McCracken, his wife.

Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 11, Page 44 of Leases.

The West 8 acres of Lot 1 of Block 30 of the YORBA LINDA TRACT, the East line of said West 8 acres being parallel to the West line of said Lot 1, as per map recorded in Book 5, of Misc. Maps, at pages 17 and 18, Records of Orange County.

Date: August 1, 1918.

Lessor: URBIN M. THOMPSON AND MARGARET D. THOMPSON, his wife, et al.

Lessee: F. L. JENKINS.

Recorded: Book 7, Page 81 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION, Aug 23, 1918.

Recorded: Book 7, Page 81, of Leases.

Lot 23 of HAZARD'S SUBDIVISION

of CHANGLIN TRACT as per map recorded in Book 10, Page 7, M.R. of Los Angeles County.

Date: April 28, 1919. Lessor: GEORGE H. OGDEN and MARY J. OGDEN, his wife, et al.

Lessee: OSCAR R. HOWARD.

Recorded: Book 10, Page 167 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION, Aug 7, 1920.

Recorded: Book 16, Page 49 of Leases.

Lot 7, of Block 30, YORBA LINDA

TRACT, Book 5, of Miscellaneous Maps, Pages 17 and 18, Records of Orange County.

Date: July 3, 1919. Lessor: ALMA H. OGDEN and A. J. OGDEN, executrix and

executor of the last will of J. ALLEN OGDEN, deceased.

Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 11, Page 67 of Leases.

That portion of Lot 4, Block 30 of the YORBA LINDA TRACT, as per map recorded in Book 5, Pages 17 and 18 of Misc. Maps, Records of Orange County, described as follows:

Beginning at the Northern boundary line of said Lot 4 at a point thereon distant 300 feet Easterly along said Northern boundary line from the center line of the highway known as Richfield Road; running thence Easterly said 300 feet to the center line of the said road; thence Southerly along said center line 300 feet; thence Easterly parallel with the Northern boundary line of said Lot 4, a distance of 300 feet to a point within said Lot 4; thence Northerly parallel with the center line of said Richfield Road 300 feet to the point of beginning.

Date: August 1, 1918.

Lessor: STERN REALTY COMPANY, a corporation.

Lessee: F. L. JENKINS.

Recorded: Book 7, Page 78 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION, Aug 29, 1918.

Recorded: Book 7, Page 78 of Leases.

Lot 22 of Hazard's Subdivision of CHANGLIN TRACT, County of Orange, State of California, as per map recorded in Book 18, Page 7 of Misc. Records, Los Angeles County.

Date: May 7, 1919. Lessor: ELMWOOD T. JALKE and ALICE T. JALKE, his wife.

Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 11, Page 38 of Leases.

The West 8 acres of Lot 9, in Block 20 of the YORBA LINDA TRACT, as per map recorded in Book 5, Pages 17 and 18 of Misc. Maps, Records of Orange County, California.

TO-SHIP 5 SOUTH, RANGE 10 WEST. T. 3. S. 3. 4 N.

Date: February 21, 1923. Lessor: C. J. SECHENSTON and B. C. SECHENSTON, his wife.

Lessee: GENERAL PETROLEUM CORPORATION.

Recorded: Book 40, Page 170 of Leases.

The West 20 acres of the Southwest quarter of that tract of land circumscribed by boundary line described as follows: Commencing at a point in the division line between the lands formerly owned by JAMES DEPAULY and land formerly owned by E. POLLOMENO, as set off to them in the partition of the Rancho Santiago de Santa Ana, where said line is intersected by the Eastern line of land formerly of C. J. LAYMAN, as described in deed recorded in Book 17, Page 623, et seq. thence North along said East line of said LAYMAN 40 chains, more or less to the Southern boundary line of land formerly owned by the heirs of ISAAC WILLIAMS, deceased; thence Easterly along said line 33 chains, more or less, to the Northwest corner of the land formerly of Brush; thence Southerly with the line of the land of said Brush and A. T. COLE and formerly of J. J. LAYMAN 40 chains, more or less to the

said boundary line of McFadden and Polloreno; thence Westerly along said division line 33 chains, more or less, to place of beginning, said Southwest quarter containing 40 acres, more or less.

Also, the parcel circumscribed by the boundary line described as follows:

Commencing at the Southeast corner of land heretofore conveyed by JAMES McFADDEN to J.I. MAXWELL, by deed dated January 17, 1975, and recorded in Book 43, Page 2 of Deeds, Records of Los Angeles County, California, and running thence North on the East line of said land 24 chains, thence West 16-2/3 chains; thence South 24 chains, and thence East 16-2/3 chains to place of beginning, estimated to contain 40 acres of land; reserving therefrom a strip of land 7 1/2 feet wide along the North line for road purposes.

Also, the East 10 acres of the Southwest quarter of that tract of land described as follows:

Commencing at a point in the division line between the land formerly owned by JAMES McFADDEN and land formerly owned by E. POLLORENO, as set off to them in partition of the Rancho Santiago de Santa Ana, where said line is intersected by the Eastern line of land formerly of C.B. LAYMAN, as described in deed recorded in Book 17, Page 623, of Deeds, Records of Los Angeles County, California, and running thence north along the East line of land of said Layman 40 chains more or less, to the Southern boundary line of land formerly owned by heirs of Isaac WILLIAMS, deceased; thence Easterly along said line 33 chains, more or less, to the Northwest corner of the land of Brush, thence Southerly along the line of land of Brush and A.T. Cole and J.H. Layman (now or formerly) 48 chains, more or less, to the said boundary line of McFadden and POLLORENO, and thence Westerly along said division line 33 chains, more or less, to the place of beginning, and containing 100 acres, more or less; reserving a strip of land 7 1/2 feet wide along the North line of said ten acre tract for road purposes.

Also, the East 10 acres of the West thirty acres of the Southwest quarter of that tract of land commencing at a point in the division line between the lands formerly owned by JAMES McFADDEN and land formerly owned by E. POLLORENO, as set off to them in the partition of the Rancho Santiago de Santa Ana, where said line is intersected by the Eastern line of land formerly of C.B. LAYMAN as described in deed recorded in Book 17, Page 623, et seq., of Deeds, Records of Los Angeles County, California, running thence North along the East line of said Layman land 40 chains, more or less to the Southern line of land formerly owned by heirs of Isaac WILLIAMS, deceased; thence Easterly along said line 33 chains, more or less to the Northwest corner of the land of Brush; thence Southerly along the line of lands of said Brush and A.T. Cole and J.H. Layman 48 chains, more or less, to the said boundary line of McFadden and Polloreno; thence Westerly along said division line 33 chains, more or less, to the place of beginning.

Also, an undivided one-half interest in the following:

Commencing at a point 24 chains North of the Southeast corner of land conveyed by deed recorded in Book 43, Page 2, of Deeds, Records of Los Angeles County, California, running thence West 16-2/3 chains, thence South 7 1/2 feet; thence East 16-2/3 chains; thence North 7 1/2 feet to the place of beginning.

Also, all of the following: A strip of land 7 1/2 feet wide along and within the North end of the ten acres described in deed recorded in Book 194, Page 1 of Deeds, Records of Los Angeles County, California.

The six parcels last hereinabove described being all in Section 24, Township 5 South, Range 10 East, S.B.B. & N.

IN TOWNSHIP 6 SOUTH, RANGE 11 WEST, S.B.B. & N.

Dated July 6, 1921. Lessors: JOSEPH B. DANEY and LOUISE B. DANEY, his wife.
Lessee: C.H. WEATHERAX. Recorded: Book 23, Page 6, of Deeds.

Assigned to: CENTRAL PETROLEUM CORPORATION. Aug 15, 1921.

The West half of Southeast quarter of Southeast quarter of Section 2 and further described as Blocks 1703, 1706, 1805, 1806, 1903, 1906, 2003, and 2006 of the East Side Villa Tract, as shown on map recorded in Book 4, Page 65, V.R. of Orange County California.

SAN DIEGO COUNTY.

IN TOWNSHIP 18 NORTH, RANGE 1 WEST, T.28.N. & W.

Date: November 15, 1919. Lessor: JOHN MOSTO, Lessor: GENERAL PETROLEUM CORPORATION. Recorded: Book 15, Page 79, of Leases.

The South half of Southeast quarter of Section 19. The East half of Northwest quarter; South half of Northeast quarter; North half of Northeast quarter of Section 30. (Lease for mining of clay deposits.)

SANTA BARBARA COUNTY.
IN TOWNSHIP 9 North, Range 12 West, T.9.N. & W.

Date: May 1, 1924. Lessor: C.F. SAULSBURY and SADIE M. SAULSBURY, his wife, and BLANCHIE W. ANDERSON, formerly Blanche T. Wood. Lessor: GENERAL PETROLEUM CORPORATION. Recorded: Book 38, Page 210 of Official Records.

West half of Southeast quarter and Southeast quarter of Southeast quarter of Section 32.

VENTURA COUNTY.

Date: July 24, 1925. Lessor: EMILIA A. LUTINSKY and THADDEUS C. LUTINSKY her husband. Lessor: GENERAL PETROLEUM CORPORATION. Recorded: Book 75, Page 360 of Official Records.

All of Lots 41 and 42 of the RANCHO SANTA CLARA del NORTE, according to the map thereof recorded in Book 3, of Miscellaneous Records (Maps) at Page 26.

Excepting that part of said Lot 41 lying Northeasterly of a line running North 50 degrees 20 minutes West from a point in the Easterly line of said Lot 41 distant South 28 degrees 50 minutes West 6.46 chains from the most Easterly corner of said Lot 41, and also Excepting that part of Lot 42 lying Southwesterly of a line running North 50 degrees 20 minutes West from a point in the Southeasterly line of said Lot 42, distant North 20 degrees 50 minutes East 12.72 chains from the most southerly corner of said Lot 42.

Excepting also the Southeasterly 32 chains of that portion of Lot 42 as said. Lot is hereinafter more particularly described, lying Northeasterly of a line running North 50 degrees 20 minutes West from a point in the Southeasterly line of said Lot 42, distant North 28 degrees 50 minutes East 12.72 chains from the most Southerly corner of Lot 42 of the Rancho Santa Clara del Norte, in the County of Ventura, California, according to map thereof recorded in Book 3, of Miscellaneous Records (Maps), at page 26 thereof, records of said county, the Northwesterly line of said Southeasterly 32 chains being parallel to the Southeasterly line of said Lot 42.

Date March 16, 1917. Lessor: CARLIE H. JOTTEN and JOHN F. JOTTEN, husband and wife, and E.J. BARCLAY GUINERY, a corporation. Lessor: W.E. McDONALD.

Recorded: Book 10, Page 99 of Leases. Assigned to: GENERAL PETROLEUM CORPORATION, March 16, 1917. Recorded: Book 3, Page 125, of Assignment of Leases.

A part of Subdivision "A" as the same is designated and delineated upon that certain map entitled "Plan of the Rancho Canada Larga, as finally surveyed and patented showing subdivisions as surveyed by J.T. STOW", and recorded in the office of the County Recorder of said Ventura County in Book 1, of Miscellaneous Records, at Page 33, and particularly described as follows:

Beginning at a 4x4 redwood post set in the center line of that certain public road 60.00 feet wide, locally known as and called "Ventura Avenue," at the Northwest corner of "Parcel No. 2," as delineated upon that certain map entitled "Map showing lands owned by Truman A. Cassell, et al, in the Rancho Canada Larga and Ex-Mission of San Buenaventura," and filed in the office of the County Recorder of said Ventura County in Book 1, of the "Records of Surveys", at Page 16, and at the Northwest corner of Parcel No. 2, as described in the agreement between ELLIS E. BARCLAY and CARLIE H. JOTTEN et al, dated May 24, 1897; from said point of beginning, a 4 inch x 4 inch redwood post set at the point of intersection of the center line of said Ventura Avenue and line No. 9 of the final survey of said Rancho Canada Larga bears South 5 degrees 20 minutes West 19.54 chains distant; thence from said point of beginning,

1st—South 84 degrees 19 minutes East 18.40 chains to a 4x4 redwood post marked "P" set in line No. 10 of the final survey of said Rancho Canada Larga at the Northeast corner of said Parcel No. 2 as delineated upon the map last above described and at the Northeast corner of said "Parcel No. 2" as described in said agreement between ELLEN S. BARNARD AND CARLIE H. HOTTEN, et al; from which a 1-inch iron pipe set at corner No. 10 of the final survey of said Rancho Canada Larga bears South 16 degrees 30 minutes West 5.17 chains distant; from said 1-inch iron pipe at said corner No. 10 a live oak tree bears North 79 degrees 30 minutes West 0.36 of a chain distant; thence

2nd—North 16 degrees 30 minutes East 4.33 chains along said line No. 10 of the final survey of said Rancho Canada Larga to a 4x4 redwood post set at the Southeast corner of "Parcel No. 4" as delineated upon the map last above described; from which a 1/2 inch iron pipe 48 inches long driven inside of a 2 inch iron pipe 53 inches long set at corner No. 11 of the final survey of said Rancho Canada Larga bears North 16 degrees 30 minutes East 15.83 chains distant; thence

3rd—North 84 degrees 19 minutes West 19.27 chains to a 4x4 redwood post set in a point in the center line of said "Ventura Avenue" at the Southwest corner of said "Parcel No. 4" as delineated upon the map last above described; thence

4th—South 5 degrees 20 minutes West 4.45 chains along the center line of said "Ventura Avenue" to the point of beginning, and containing 6.30 acres.

Also, A part of Subdivision "A", as the same is designated and delineated upon that certain map entitled "Plat of the Rancho Canada Larga, as finally surveyed and patented showing subdivision as surveyed by J.T. STOUT," and recorded in the office of the County Recorder of said Ventura County in Book 1, of Miscellaneous Records, at Page 35, and particularly described as follows:

Beginning at a 4x4 redwood post set at a point in the center line of that certain public road 60 feet wide locally known as and called "Ventura Avenue," at the Northwest corner of that certain parcel of land containing 16.64 acres, delineated as "Parcel No. 1" upon that certain map entitled "Map showing lands owned by Truman M. Connell et al., in the Rancho Canada Larga and Ex-Miscelun of San Buenaventura, and filed in the office of the County Recorder of said Ventura County in Book 1, of "Records of Surveys," at page 15, and at the Northwest corner of Parcel 3 as described in the deed of Truman M. Connell, et al to IRA COWHILL dated July 8, 1915 and recorded in the office of the County Recorder of said Ventura County in Book 147 of Deeds at Page 290 et seq., from said point of beginning a 4x4 inch redwood post set at the point of intersection of the center line of said "Ventura Avenue" and line No. 9 of the final survey of said Rancho Canada Larga bears South 5 degrees 20 minutes West 16.78 chains distant; thence from said point of beginning.

1st—South 84 degrees 19 minutes East 17.88 chains to a 4x4 inch redwood post set in line No. 10 of the final survey of said Rancho Canada Larga at the Northeast corner of said "Parcel No. 1" as delineated upon the map last above described; from which a 1 inch iron pipe set at corner No. 10 of the final survey of said Rancho Canada Larga bears South 16 degrees 30 minutes West 2.38 chains distant; from said 1 inch iron pipe set at said corner No. 10 a live oak tree bears North 79 1/2 degrees West 0.36 of a chain distant; thence

2nd—North 16 degrees 30 minutes East 2.01 chains along line No. 10 of the final survey of said Rancho Canada Larga to a 4x4 inch redwood post marked "P", set at the southeast corner of "Parcel 1", as described in the deed of Ellen S. Barnard to E.S. Barnard Company, dated November 13, 1909, and recorded in the office of the County Recorder of said Ventura County in Book 121, of Deeds, at Page 187, and at the Southeast corner of "Parcel No. 5" as delineated upon the map last above described; thence

3rd—North 84 degrees 19 minutes West 18.40 chains to a 4x4 inch redwood post set in the center line of said "Ventura Avenue" at the Southwest corner of said lands of E.S. Barnard Company, and at the Southwest corner of said Parcel No. 3, as delineated upon the map last above described; thence

4th—South 5 degrees 20 minutes West 2.75 chains along the center line of said

"Ventura Avenue" to the point of beginning, and containing 5.00 acres.

Date: January 4, 1917.

Lessor: E.J. BARNARD COMPANY, a corporation

Lessee: W.H. McDONALD.

Recorded: Book 10, Page 17 of Leases.

Assigned to: GENERAL PETROLEUM CORPORATION, January 19, 1917.

Recorded: Book 3, Page 124, Assignment of Leases.

A part of subdivision "A" of the Rancho Canada Larga as said subdivision "A" is designated and delineated upon that certain map entitled "Plan of the Rancho Canada Larga, etc." as recorded in the office of the County Recorder of said Ventura County in Book 1, of Miscellaneous Records, at Page 33, and particularly described as follows:

Beginning at a point in line No. 10 of the final survey of said Rancho Canada Larga distant North 16 degrees 31 minutes East 13.33 chains from a $\frac{1}{2}$ inch pipe set at corner "C.L. 10" of said Rancho; thence from said point of beginning,

1st. North 84 degrees 19 minutes West 1344.2 feet at 0.4 of a foot a $1\frac{1}{2}$ inch pipe set at 1314.2 feet a $\frac{1}{2}$ inch pipe set in the East line of that certain public road known as and called "Nordhoff Road" at 1344.2 feet a point in the center line of said road; thence

2nd. North 3 degrees 20 minutes East 116.3 feet, with the center line of said road to a point; thence at right angles,

3rd. South 84 degrees 40 minutes East 1898.3 feet at 30.06 feet a 4th post, at 1808.3 feet a $1\frac{1}{2}$ inch pipe in line No. 11 of final survey of said Rancho Canada Larga; thence

4th. South 47 degrees 39 minutes West 630.1 feet with said line No. 11 to corner "C.L. 11" of said Rancho at which corner a $\frac{1}{2}$ inch by $\frac{1}{2}$ inch pipe is set within a 2 inch by 4 feet by 5 inch pipe to replace the old cedar stake at said corner; thence

5th. South 16 degrees 31 minutes West 671.9 feet to the point of beginning and containing 39.232 acres, and being the same piece or parcel of land described in Parcel B in that certain deed, dated November 13, 1909, and recorded in the office of the County Recorder of said county, in Book 121 of Deeds, at Page 187, et seq.

-And also any and all other leaseholds, leases, mineral locations, rights of way, franchises, easements, appurtenances and interests of every kind and character, and the reversion and reversions, remainder and remainders, in and to any and all real property now owned or hereafter acquired by the Corporation and wherever situate, in the State of California, whether or not hereinabove specifically described, saving and excepting therefrom only such leaseholds, leases, franchises, or other interests in land held by the Corporation under contracts with others, in cases where the agreement or instrument of lease, or the written contract under which such lease, leasehold, franchise, or other interests are or may be held by the Corporation, or otherwise, contains a covenant against the assignment thereof;

And also all wells and equipment of wells, shops, tanks, reservoirs, pipe lines, derricks, boilers, refineries, buildings and structures, machinery, equipment and fixtures now owned or hereafter acquired by the Corporation and now or hereafter situated on or appurtenant to any of the above described property or leaseholds, leases, franchises, or any and all other interests in real property hereinabove described.

VESSELS OWNED BY THE CORPORATION.

And also the entire ownership of all those certain vessels, of each and all of which vessels the Corporation is the sole and entire owner, more particularly described as follows, to-wit:

Those certain vessels called, respectively, "LINO", "LIERNE", "TEJON", "YORBA LINDA", "EMILIO", "MCATE", "LEEC", and "LOS ALAMOS", as said respective vessels are referred to and described at length in the latest outstanding consolidated certificates of enrollment and license or certificates of registry thereof, respectively, copies of which respective certificates are hereinbelow set forth:

THE UNITED STATES OF AMERICA.
Department of Commerce
Bureau of Navigation.

Permanent or Temporary - Permanent Certificate No. 143. Official No. 221413
Letters H C V H. Measured at Baltimore, Md., 1921. Rebuilt at --, 19--
Re-measured: --, 19-- Radio Call: X D S O. Service: O. tanker.
Number of Crew: 48. Oil burner, I.H.P. 2750.

CONSOLIDATED CERTIFICATE OF REGISTRATION AND LICENSE
(Sections 4319 and 4321, Rev. Stats. and Act of April 24, 1906.)

In conformity to Title 2, "Regulation of Vessels in Domestic Commerce," of the Revised Statutes of the United States VIRGIL F. SHAW of San Francisco, State of California, Ass't Secretary, having taken and subscribed the oath required by law, and having sworn that the "General Petroleum Corporation", a corporation organized and existing under the laws of the State of California and having its principal place of business at San Francisco (310 Sansome St.) State aforesaid, is a citizen of the United States and the sole owner of the vessel called the Lin. of San Francisco and that the said vessel was built in the year 1921, at Baltimore, Md., of steel as appears by P.R.No. 3 issued at the port of Baltimore, Md., August 20, 1921. Now surrendered, Property District and Trade changed, and said Register having certified that the said vessel is a Steam screw; that she has two decks, three masts, a plain head, and a-elliptic-stern; that her register length is 421.00 feet, her register breadth 39.2 feet, her register depth 33.4 feet, her height -- feet; that she measures as follows:

Capacity under tonnage deck	Tons-100ths
Capacity between decks above tonnage deck	3500.08
Capacity of enclosures on the upper deck, viz:	
Forecastle 33.80; bridge 149.23; poop 301.14;	
trunk --; houses --; room 248.09, side--; chart	
10.33, radio --; excess hatchways --; light	
and air--;	745.31

Gross tonnage 7245.39

Deductions under Section 4153, Revised Statutes,
as amended:

Crew space, 392.59; Master's cabin	
27.31	419.90
Steering gear --; Anchor gear, 23.23;	
Boatswain stores, 16.03	79.26
Chart house, 10.33; Donkey engine and	
boiler, 10.31; Radiohouse, 8.33	29.97
Storage of sails --; Propeller power	
(actual space 986.38), 33	2318.39

Total deductions	2846.72	2846.72
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Net Tonnage 4398.67

The following-described spaces, and no others, have been omitted, viz:

Forepeak used for water ballast 34.04, aftpeak used for water ballast 17.82, open forecastle 37.31, open bridge --, Battery poop 4.09, open smelter deck --, anchor gear --, steering-gear 53.60, donkey engine and boiler --, light and air 131.33, wheelhouse 9.90, galley 18.90, condenser --, water-closets 57.02, cabins --, pass-ways 38.38; Cofferdams 138.45; Refrig. Each 20.00; scows 10.86; Skylights 1.30.

And the said vessel has been duly enrolled at this port:

LICENSE.

And CHARLES SCHMIDT, the Master, having sworn that he is a citizen of the United States, that this license shall not be used for any other vessel, or for any other employment than is herein specified, or in any trade or business whereby the revenue of the United States may be defrauded:

License is hereby granted for the said vessel to be employed in carrying on the Coasting Trade for one year from the date hereof, and no longer.

Given under my hand and seal at the Port of San Francisco, District of San Francisco, this 7th day of January in the year one thousand nine hundred and twenty-five (1925).

H. J. MORRIS, Acting Assistant Comptroller
of Customs.
H. S. FARLEY, Acting Deputy Collector
of Customs.

THE UNITED STATES OF AMERICA.
Department of Commerce.
Bureau of Navigation.

Permanent or Temporary - Permanent Certificate No. 73.

Official No. 221073. Letters M C L N. Measured at San Francisco, Calif., 1921.
 Rebuilt at --, 19--. Remasured at San Francisco, Calif., 1921.
 Radio call: K. J. P. O. Service: O. tanker. Number of Crew: 46.
 Oil burner I.H.P. 6000.

CONSOLIDATED CERTIFICATE OF ENROLLMENT AND LICENSE.

(Sections 4319 and 4321, Rev. Stats., and Act of April 24, 1908)

In conformity to Title L, "Regulation of Vessels in Domestic Commerce," of the Revised Statutes of the United States, Virgil J. Shaw of San Francisco, State of California, Ass't Secretary having taken and subscribed the oath required by law, and having sworn that the "General Petroleum Corporation", a corporation organized and existing under the laws of the State of California, and having its principal place of business at San Francisco (M. J. Samsone, Jr.) State of California, is a citizen of the United States and the sole owner of the vessel called the Liebre of San Francisco, and that the said vessel was built in the year 1921, at Oakland, Calif. of steel as appears by T.B.No. 40, issued at the port of Los Angeles, Calif., September, 5, 1925, Now surrendered, Vessel Home and said Enrollment having certified that the said vessel is a Steam screw; that she has two decks, three masts, a plain head, and a round stern; that her register length is 431-- feet, her register breadth 36.2 feet, her register depth 33.4 feet, her height -- feet; that she measures as follows:

Capacity under tonnage deck, To Isherwood frames and tank tops 6466.40; Aftpeak tank 21.62	6488.32
Capacity between decks above tonnage deck	

Capacity of inclosures on the upper deck, viz: Forecastle 26.40; bridge 84.54; poop 295.36; break --; houses -round 132.10; side -- chart 8.37; radio --; excess hatchways --; light and air 22.25	569.29
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Gross tonnage	7057.61
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Deductions under Section 4153, Revised Statutes, as amended:

Crew space, 339.97; Master's cabin, 19.29	359.26
Steering gear, --; Anchor gear, 16.99; Boatswain's stores, 67.39	84.88
Chart house, 8.37; Donkey engine and boiler, 13.54; Radiohouse, 5.40	27.31
Storage of sails, --; Propelling power (actual space 924.34), 322	2252.43
Total deductions	2730.08

Net tonnage	4327.53
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The following-described spaces, and no others, have been omitted, viz: Forepeak used for water ballast--; aftpeak used for water ballast--; open forecastle 61.09, open bridge 86.90, open poop--; open shelter deck--; anchor gear --, steering-gear 33.41, donkey engine and boiler --, light and air 125.19, wheelhouse 9.07, galley 29.48, condenser --, water-closets--; cabins--; Bridge sidelights (2) 1.66, scow. (3) 8.89, other mach. spaces 29.93, cofdr. 70.69.

And the said vessel has been duly enrolled at this port:

LICENSE.

And G. A. TORUSTRUM, the Master, having sworn that he is a citizen of the United States, that this license shall not be used for any other vessel, or for any other vessel,--or for any other employment than is herein specified, or in any trade or business whereby the revenue of the United States may be defrauded:

License is hereby granted for the said vessel to be employed in carrying on the Coasting Trade for one year from the date hereof, and no longer.

Given under my hand and seal at the Port of San Francisco, Calif., District of San Francisco, this 24 day of October, in the year one thousand nine hundred and twenty-five (1925).

L. F. EARLES, Acting Deputy Comptroller
 of Customs.
 J. J. FARLEY, Acting Deputy Collector
 of Customs.

Inspection expires Oct 10, 1926.

THE UNITED STATES OF AMERICA.
Department of Commerce.
Bureau of Navigation.

Permanent or Temporary.— Temporary Certificate No. 18.

Official No. 220027. Letters L.T.N.J. Measured at San Francisco, 1920.

Rebuilt at—, 1—, Remeasured—, 1—, Radio call: K.U.S.X.

Service: Tanker. Number of Crew: 15. Oil burner.

CONSOLIDATED CERTIFICATE OF ENROLLMENT AND LICENSE.

(Sections 4319 and 4321, Rev. Stats., and Act of April 24, 1906.)

In conformity to Title L, "Regulation of Vessels in Domestic Commerce", of the Revised Statutes of the United States WALTER C. PETERSEN, of San Francisco, Cal., Master appearing for owner, having taken and subscribed the oath required by law, and having sworn that "The General Petroleum Corporation", a corporation organized and existing under the laws of the State of California, and having its principal place of business at San Francisco, Cal. (310 Sansone St.), is citizen of the United States and the sole owner of the vessel called the "Tejon", of San Francisco, Cal., and that the said vessel was built in the year 1920, at Oakland, Cal., of steel as appears by T.R. # 20, issued at Los Angeles, Cal. August 28, 1925, now surrendered; Trade Changed, and said register having certified that the said vessel is a Steam screw; that she has one deck, two masts, a plain head, and an elliptical stern; that her register length is 425.8 feet, her register breadth 37.0 feet, her register depth 31.25 feet, her height -- feet; that she measures as follows:

Capacity under tonnage deck, To top tank 6463.45;	Tonnage 100ths
forepeak tank 34.97; aftpeak 15.41	6513.83
Capacity between decks above tonnage deck	

Capacity of inclosures on the upper deck, viz:	
Forecastle 37.38; bridge -- poop 283.88;	
break --; houses -- round 119.84, side --, chart --	
radio --; excess hatchways --; light and air 50.37	491.02

Gross tonnage 7604.65

Deductions under Section 4153, Revised Statutes as amended:

Crew space, 293.12; Master's cabin, 19.70	312.82
Steering gear --; Anchor gear, 13.64;	
Boatwain's stores, 70.04	83.68
Chart house, 3.77; Donkey engine and boiler --; Radiohouse, 11.16	16.93
Storage of sails --; Propelling power (actual space 917.63), 125	2241.38
Total deductions	2654.81

Net tonnage 4949.84

S.H.P. 2800.

The following-described spaces, and no others, have been allotted, viz: Forepeak used for water ballast --, aftpeak used for water ballast --, open fore-castle 32.12, open bridge 167.20, open poop --, open shelter deck --, anchor gear --, battery 4.69, comp. house 4.59, steering gear 16.54, donkey engine and boiler --, light and air 101.06, wheelhouse 10.81, galley 14.79, condenser --, water-closets (6) 41.33, cabins --, pump-house (2) 6.46.

And having agreed to the description and measurement above specified, the said vessel has been duly enrolled at this port:

LICENSE.

And WALTER C. PETERSEN, the master, having sworn that he is a citizen of the United States, that this license shall not be used for any other vessel, or for any other employment than is herein specified, or in any trade or business whereby the revenue of the United States may be defrauded:

License is hereby granted for the said vessel to be employed in carrying on the coasting trade for one year from the date hereof, and no longer.

Given under my hand and seal at the Port of Port Arthur, Texas, District of Sabine Co., this 18th day of September in the year one thousand nine hundred and --.

No. _____ Comptroller of Customs.
J.J. FITZ, Deputy Collector of Customs.

THE UNITED STATES OF AMERICA.
Department of Commerce.
Bureau of Navigation.

Permanent or Temporary. - Permanent Certificate No. 48.

Official No. 221009. Letters M C S W Measured at San Francisco, Calif., 1921.

Rebuilt at -, 19- Remeasured at San Francisco, Calif., 1921.

Radio call: K D E S. Service: O tanker. Number of Crew: 40.

Oil burner I.H.P. 3100.

CONSOLIDATED CERTIFICATE OF ENROLLMENT AND LICENSE.

(Sections 4319 and 4321, Rev. Stats., and Act of April 26, 1908).

In conformity to Title L, "Regulation of Vessels in Domestic Commerce", of the Revised Statutes of the United States, VIRGIL F. LIND, of San Francisco, State of California, Ass't Secretary, having taken and subscribed the oath required by law, and having sworn that the "General Petroleum Corporation", a corporation organized and existing under the laws of the State of California, and having its principal place of business at San Francisco (310 Sansome St.), State aforesaid, is a citizen of the United States and the sole owner of the vessel called the YUBA LINDA, of San Francisco, and that the said vessel was built in the year 1921, at Alameda, Calif., of steel as appears by T.L.No. 207, issued at the Port of Los Angeles, Calif., June 5, 1925 now surrendered, vessel home, and said enrollment having certified that the said vessel is a steam screw; that she has two decks, three masts, a plain head, and a round stern; that her register length is 435.1 feet, her register breadth 36.2 feet, her register depth 33.5 feet, her height -- feet; that she measures as follows:

Capacity under tonnage deck: to innermost frames	Tons-100ths
and tank tops, 6333.82; aftpeak tank, 21.67	6355.49

Capacity between decks above tonnage deck

Capacity of inclosures on the upper deck, viz:	
Forecastle 25.94; bridge 22.36; poop 206.90;	
break--; houses-round 142.42; side--; chart 7.40	
radio --; excess hatchways, sill light and air 62.35	545.39

Gross tonnage. 6900.88

Deductions under Section 4153, Revised Statutes, as amended:

Crew space, 332.52; Master's cabin 20.42	352.94
--	--------

Steering gear, --; Anchor gear, 16.07;	
Boatswain's stores, 60.10	76.23

Chart house, 7.40; Donkey engine and boiler, --;	
Radio house, 5.61	13.01

Storage of sails, --; Propulsion power	
(actual space 804.01), 324	2208.28

Total deductions	2650.45	2550.46
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Net Tonnage	4250.43
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The following-described spaces, and no others, have been omitted, viz: Forepeak used for water ballast 28.33, aftpeak used for water ballast --; open forecastle 64.39, open bridge 141.85, open poop --, open shelter deck --, anchor gear --, steering gear 32.11, donkey engine and boiler --, light and air 87.95, shellhouse 9.60, galley 29.41, condenser --, water-closets (9) 31.75, cabins --, cofferdams 68.41, side lights bridge 1.72, such spaces 31.56, pumps 6.14.

And the said vessel has been duly enrolled at this port:

LICENSE.

And A.C. CHRISTENSEN, the master, having sworn that he is a citizen of the United States, that this license shall not be used for any other vessel, or for any other employment than is herein specified, or in any trade of business whereby the revenue of the United States may be defrauded:

License is hereby granted for the said vessel to be employed in carrying on the coasting trade for one year from the date hereof, and no longer.

Given under my hand and seal at the Port of San Francisco, District of San Francisco, this 24 day of September in the year one thousand nine hundred and twenty-five (1925).

L. F. JARRELLS, Acting Deputy Comptroller of Customs.

F. J. LITCH, Acting Deputy Collector of Customs.

Inspection expires April 27, 1926.

Security Trust & Savings Bank, as Trustee, does by these presents remise, release, quit-claim, and reconvey, but without express or implied warranty, to the person or persons legally entitled thereto, all the estate and interest derived to it by or through said Trust Deed in those certain pieces or parcels of real property lying, being, and situated in the County of Los Angeles, State of California, and being more particularly described as follows: Lot Two Hundred Sixty-three (263) in Tract Thirty-seven Hundred Twenty-two (3712), as per Map recorded in Book 40, Page 54, of Maps, in the office of the County Recorder of said Los Angeles County, being part of the same land and premises described in the said Trust Deed, together with the tenements, hereditaments, and appurtenances thereto belonging. In Witness Whereof, the Security Trust & Savings Bank, as said Trustee, has caused these presents to be executed in its corporate name by its Vice President and Assistant Secretary, thereunto respectively first duly authorized, and its corporate seal to be affixed hereto this 9th day of November, 1925.

(Corporate Seal)

SECURITY TRUST & SAVINGS BANK, as Trustee,

By W. R. Mershous, Vice President,
And J. H. Griffin, Assistant Secretary

State of California, County of Los Angeles) ss On this 9th day of November, in the year nineteen hundred and twenty-five, before me, Ada S. Weier, a Notary Public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. R. Mershous, known to me to be the Vice President and J. H. Griffin, known to me to be the Assistant Secretary of Security Trust & Savings Bank, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same as said Trustee. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal) Ada S. Weier, Notary Public
in and for said County of Los Angeles, State of California.

188-Copy of original recorded at request of Title Insurance & Tr Co. Nov. 21, 1925 at 8:30 A.M. Copyist 130 Compared. C.L. Logan, County Recorder. By J. H. Deputy.

No Rev.

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BARGAIN AND SALE DEED JOINT TENANTS.

THIS INSTRUMENT, Made the fifth day of November, in the year of our Lord nineteen hundred and twenty-five Between Ralph E. Gardner and Fayette E. Gardner, his wife, the parties of the first part, and William Robert Honeyball and Nellie May Honeyball, his wife, as Joint Tenants with right of survivorship, the parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars in gold coin of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain and sell, convey and confirm unto the said parties of the second part, as Joint Tenants, and not as Tenants in common, and to the survivor of them and the heirs and assigns of such survivor forever, all that certain real property situate in the City of Sierra Madre County of Los Angeles State of California, and bounded and particularly described as follows, to-wit: The Northerly thirty (30) feet of Lot Sixty-nine (69) of Tract 2424, as per map recorded in Book 24, Pages 36 and 37 of Maps Subject to a right of way over Lot "1" for ingress and egress provided for in Book 6178 Page 102 of Deeds. Subject also to a first mortgage securing note for \$2500.00 in favor of Daniel Shilling, now of record. TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said parties of the second part as Joint Tenants, and to the survivor of them, and the heirs and assigns of such survivor forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of-

RALPH E. GARDNER (SEAL)
FAYETTE E. GARDNER (SEAL)

State of California, County of Los Angeles) ss On this 6th day of November, A.D. 1925, before me, Lucius A. Parrels a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Ralph E. Gardner and Fayette E. Gardner, known to me to be the persons whose names are subscribed to the within

9

EXCEPTION

NUMBER

9

referred to as "lessors" and Hathaway Company, a California corporation, hereinafter referred to as "lessee"

Witnesseth: Whereas, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit:

The South one-half of the Northeast one-quarter (1/2) of Section 6, Township 11 South Range, 11 East S.B. 3. & N. 10 - The Rancho Santa Gertrudis, subdivided by the Santa

Gertrudis Land Association as per Map recorded in Book 1, Page 302, and Book 12, Page 10 Miscellaneous Records of Los Angeles County, excepting therefrom the South 25 feet thereof included in the lines of the Little Lake Road, and containing 30 acres of land, more or less, and whereas, two oil and gas wells were heretofore drilled upon said premises which wells have been abandoned, and have remained idle for sometime, and

Whereas, the lessors are desirous of having the Lessee endeavor to restore, either one or both of said wells to production, or otherwise, obtain production of oil and gas from said premises,

Now Therefore, for and in consideration of the sum of Ten Dollars, (\$10.00) receipt of which is hereby acknowledged and the terms and conditions hereinafter set forth, the Lessors do hereby lease to the Lessee all oil, gas and other hydrocarbon substances lying in, under, on or through the above described real property, together with the right to take, claim and remove the same from said real property. Said lease shall be made upon the following terms and conditions.

1. This lease shall continue for a period of twenty (20) years from and after the date hereof and so long thereafter as drilling operations on said premises are being conducted, or deferred under provisions herein, and should production of one or more of the products specifically mentioned in the next succeeding paragraph result from said drilling operations, then this lease shall remain in force so long thereafter, as one or more of said products are producible from said premises, subject to compliance with the terms and conditions hereof.

2. The Lessee shall have the sole and exclusive right of prospecting, deriving premises and drilling for, producing, extracting, treating, removing and marketing oil, gas, natural gasoline and other hydrocarbon, substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines and other apparatus and equipment, power lines, pipe lines, roads and other appurtenances which may be necessary or convenient in the production, treatment, storage and / or transportation of any and all of said products from and on said property.

3. The Lessee agrees to start drilling operations upon said real property either by going into an old well, or wells, now located on said property and attempting to produce oil or gas therefrom or commence drilling operations for a new well as soon as conveniently possible after Lessee completes and places on production a well now being drilled by Lessee known as Jalk No. 112, but not later than 120 days from date hereof, and to continue such operations after commencing the same with due diligence until oil or gas is discovered or produced in paying quantities. If the operations contemplated herein on any well be abandoned for mechanical reasons or for any other reasons, this lease shall remain in full force and effect if a new well is started within ninety-(90) days from the date of such abandonment.

4. Lessee may at any time, and from time to time either before or after discovery of oil and / or gas on the devised premises, quitclaim the said mineral rights or premises, or any part thereof, to the lessors, their successors or assigns. Upon the quitclaiming of any part of the land to the lessors, their successors or assigns, all rights, and obligations of the parties hereto, one to the other shall cease and determine as to the portions of the premises quitclaimed (except that the lessee may continue to enjoy such easements on the surrendered premises as may be in use at the time of the surrender). Except as herein provided, all right to said oil, gas and mineral rights shall revert in the lessors free and clear of all claims of the Lessee, except that the Lessors, their successors or assigns, shall not drill any well on said surrendered land within 300 feet of any producing oil well or within 600 feet of any gas well on land retained by Lessee.

5. If any producing oil mine shall be discovered either on the devised land or on any adjoining land and within 600 feet from any outer boundary of said devised land which on thirty (30) days' production test, shall be shown to be sufficiently productive to demonstrate that such deeper mine will justify the expense of drilling wells, into the same and developing and producing therefrom then Lessee shall protect the outer boundaries of said

denised land against drainage by wells drilled into said deeper producing oil zone or zones, and for that purpose, within ninety (90) days after the completion of any well on adjoining property into any such deeper oil zone and the thirty (30) days' test of the same demonstrating that the production of oil is sufficient to warrant drilling new wells into said zone, Lessee shall either begin deepening an existing oil well on said denised land within offsetting distance from the well on said adjoining land, or shall begin the drilling of a new well on the denised land offsetting said deeper well on adjoining land, and in either case shall drill said well to substantially the same depth and formation as the well on adjoining land which it is designed to offset. Provided that in case the Lessee shall fail to begin the deepening of said old well or the drilling of a new offsetting well within the time hereinbefore in this item limited, and if such failure shall continue for thirty (30) days after written notice of such default served on Lessee by Lessor, then the right of Lessor to drill into and produce oil and / or gas from said deeper zone from which said well on adjoining land is producing shall, at the election of Lessor, be terminated, and Lessor shall thereupon have the right, either himself or by some other Lessee, to protect the denised land by drilling into and producing from said deeper productive oil zone, provided that in no case shall Lessor or any new Lessee drill any well into said deeper zone nearer than 300 feet to any well then being operated or capable of being operated by the Lessee hereunder, nor shall the Lessor or any new Lessee in any wise produce from any productive oil zone from which the Lessee hereunder is already producing or in any wise interfere with the operations of the Lessee under this lease. If Lessee shall elect to drill any offsetting well required as aforesaid into any newly discovered deeper oil zone than that from which production is being obtained on said denised land, the Lessee shall thereafter proceed with reasonable diligence to protect said deeper oil zone on the denised land against drainage and against loss of gas pressure by drilling or deepening wells into said deeper oil zone, but not exceeding in the aggregate the equivalent of one (1) well to each five (5) acres retained by Lessee under this lease; and in no case shall Lessee be required to begin the drilling of a new well to said deeper zone earlier than ninety (90) days after the completion and testing of the last well drilled by it to said zone, nor shall it be required to drill to said new zone with more than one string of tools.

6. Drilling and / or producing operations may be suspended or curtailed on said property only in the event that they are prevented by elements, accidents, strikes, lockouts, riots, delays in transportation, conservation or curtailment agreements or interferences by municipal, state or federal action, or the action of other governmental officers or bodies, or other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the causes herein specifically mentioned, and when there is no market for the oil, or so long as the established and posted market price offered by the major oil purchasing companies for oil of the quality produced on said premises, in the district in which the premises are located, shall be less than seventy-five cents per barrel at the well. The Lessee is hereby authorized by Lessor to enter into conservation and curtailment agreements with other operators for the purpose of preventing waste or for the conservation of oil and / or gas, when such agreements are required or permitted by state or federal officials or statutes, provided that any such agreed curtailment shall be at no greater pro rata percentage per well or location on denised premises than that on offset acreage where offset wells are producing or drilling.

7. The Lessee shall be entitled to use, without payment or royalty, so much of the water, oil and / or gas produced on said property as may be required in the operation of the property. If Lessee uses electrical equipment in the operation of the property after development of oil and / or gas in paying quantities and by reason of such use, marks the free fuel to which Lessee is entitled, the Lessee is hereby authorized to deduct monthly from any royalty payments according to Lessee's own equal to one-sixth part of the monthly power bill incurred in the operation of the property.

8. The Lessee shall pay to the Lessors as royalty on oil, a sum equal to one-sixth of the market price of all oil produced and sold by it from said premises, which market price it is hereby agreed shall be the published offered price by the major oil purchasing companies for oil of like quality and gravity at the well in the district in which the denised premises are located, on date of delivery of the oil from Lessee's gauge tanks, if the oil be unsaleable at such price, the Lessee shall so notify Lessors and the Lessee

shall thereupon immediately, and in lieu of cash, accept his royalty in kind at the well or tank provided by Lessee. Upon failure of Lessors to so accept their royalty oil, it shall, without further notice to Lessors, be sold, with Lessee's oil. If and when Lessee's oil is sold and the price received therefor by Lessee shall be the price used in settlement under this paragraph. In the event the oil requires treatment or dehydration to render it marketable the Lessee is hereby authorized to deduct from the amount due the Lessors the Lessors' proportion of the cost of the transportation to and from the treating plant, if same is located off the premises and of such treating and dehydrating.

9. All material furnished or work done on said land by the Lessee shall be at the Lessee's sole cost and expense, except as herein otherwise provided, and Lessee agrees to protect said land and the Lessors from all claims of contractors, laborers and materials men, and Lessors may post and keep posted on said land such notices as they desire in order to protect said lands against liens.

10. Lessee at its option may pay and discharge any liens which may now or hereafter attach to the land herein devised and pay and discharge any mortgages, trust deeds, or encumbrances of any kind or nature existing on or against the land herein devised, in which event Lessee shall be subrogated to the rights of the holder or holders thereof, and may, in addition thereto, at its option reimburse itself by applying to the amount owing to it any royalties, rentals, or other sums accruing to the Lessors, under the terms and conditions of this lease.

11. The Lessee shall be under no obligation to store or sell gas or water, nor to manufacture gasoline from natural gas. If any gas or water is sold, the Lessee shall pay to the Lessors one-sixth of the proceeds of sale of such gas or water, after deducting the cost of producing, transporting and selling the same. If casinghead gasoline is manufactured or extracted on the premises, or elsewhere by Lessee, or by others under contract, or lease on a royalty basis, from gas produced from wells on said premises, the Lessee reserves the right and option to add such gasoline to the oil produced on the premises in which case it shall be classed as crude oil and no separate accounting or settlement shall be required of Lessee, if sold as gasoline, then the Lessee shall pay to Lessors one-sixth of such royalty or proceeds received by Lessee from the sale thereof, after deducting the cost to Lessee of extracting, transporting and selling the same. Provided, however, the Lessee reserves the further right and option to pay to Lessors the sum of five cents per thousand cubic feet of gas produced and metered on the premises, when such gas is sold or its proceeds for the extraction of gasoline, such payment to be in full for Lessor's interest in said gas, and to be in lieu of specific royalties for gas and gasoline in this paragraph hereinbefore mentioned, the exercise of such option or subsequent reversion, to be by notice in writing to Lessors.

12. Lessee shall pay all taxes on its personal property and improvements, and on all oil stored on the leased premises, on the first Monday of March of each year and five-sixths (5/6ths) of the increase of taxes on such portion of the leased premises as remains covered by this lease on said day when such increase is caused by the discovery of oil thereon when assessed upon said land as an increased valuation of the mineral rights. The Lessors agree to pay the remaining portion of such increased assessment.

The Lessee is hereby authorized to pay the total amount of taxes assessed on said mineral rights, improvements and stored oil and deduct the Lessor's portion thereof from the amount of any royalties which may accrue to the Lessors.

13. All royalty moneys accruing to the Lessors under Paragraph 7 hereof for deliveries or sales during any calendar month shall be delivered to the Lessors on or before the 10th day of the next succeeding month by paying said amount into the Bank of America National Trust and Savings Association, a national banking association of Norwalk, California, which bank is hereby designated as depository of the Lessors and such payment into said bank for the account of Lessors shall relieve the Lessee from any liability or obligation in the proper distribution thereof among the Lessors. It is understood and agreed that the parties joining as Lessors herein have heretofore entered into a pooling agreement covering the devised property and other property adjacent thereto, and that the Lessee shall not be liable for any division of the royalty under this lease or said pooling agreement, upon payment being made to said bank of the royalty due hereunder the Lessee shall be released of any and all obligations or duty to make any division or payment of royalty to the Lessors herein. It being understood that the Lessors will look to said bank for a division of the

royalty according to their instructions to said bank.

14. The term "paying quantities" wherever used herein is hereby defined as the output from a well or wells, of such quantity of one or more of the products authorized to be produced under this lease as Lessee may, considering depth of well and quality of product and after a production test of thirty (30) consecutive days, deem sufficient to warrant further operations for its removal.

15. Lessee shall carry on all operations in a careful, workmanlike manner, and in accordance with the laws of the State of California. Lessee shall keep full records of the operations and production and sales or shipments of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the Lessor.

16. The Lessee agrees to conduct its operations so as to interfere as little with the use of the land for agricultural, horticultural or grazing purposes as is consistent with the economical operation of the property for oil, and agrees to pay the owner of the surface rights of said land for any damage to growing crops which may be done through its negligence.

17. The Lessee shall have the right at any time during the term of this lease to remove any tank, pipe, pipe lines, structures, casing or other equipment, appurtenances or appliances of any kind whether on or in said property at the present time or brought upon said property hereafter whether or not the same be affixed to the soil.

18. In the event of any breach of any of the terms or conditions of this lease by the Lessee, and the failure to remedy the same within thirty (30) days after written notice from the Lessor so to do, then at the option of the Lessor, this lease shall forthwith cease and determine, and all rights of the Lessee in and to said mineral rights, and land be at an end.

19. Notwithstanding any forfeiture of this lease, the Lessee shall have the right to retain any and all wells being drilled or producing or capable of producing oil or gas in paying quantities, at the time of such forfeiture, together with the aforesaid easements and appurtenances of said well, and sufficient land surrounding each well for the operation thereof. The wells so retained shall be subject to all the terms and conditions of this lease.

20. In case any action is brought at law or in equity by third parties claiming title to the land, in hostility to the Lessors, then, during the pendency of said action, until final decision thereof, the Lessee may discontinue operations, of said lands, or if it operates wells, may deposit the royalties accruing under this lease in any national bank in the County of Los Angeles, to the joint account of the Lessors and Lessee.

21. Any notice from the Lessors to the Lessee must be given by sending the same by registered mail addressed to the Lessee at Norwalk, California, and any notice from the Lessee to the Lessor may be given by sending the same by registered mail, addressed to Bank of America National Trust and Savings Association, at Norwalk, California, who is hereby designated as agent of Lessors. Either party or the assigns of either party, may at any time by written notice to the other party, change the address to which notices shall be sent and the Lessors may change the designated agent, and after such written notices to either party by the other, by registered mail, all subsequent notices shall be sent to the address there in indicated and to the substituted agent of Lessors.

22. Upon the expiration of this lease, or its sooner termination in whole or in part, the Lessee shall surrender possession of the terminated portion of the premises to the Lessor and shall deliver to the Lessors a good and sufficient quitclaim deed or release.

23. Lessee shall not sub-let said premises or under-let the same or assign any interest in said lease covering said premises other than the whole thereof without the written consent of Lessors and obtained. Lessee shall be permitted to assign this entire lease to any person or corporation actively engaged in the production of oil, which person or corporation, has net assets of at least Two Hundred Thousand (\$200,000.00) Dollars, over and above liabilities and that said assignment shall be conditioned distinctly upon said assignee, assuming the terms and provisions and conditions of said lease, and agreeing to comply therewith. Such assignment shall contain the following paragraph, to-wit:

"The assignee hereby covenants and agrees with assignor and with Lessor under said original lease that it or he will comply with all of the terms, provisions and covenants of said lease by said Lessee thereunder to be performed, and to make any and all payments for royalties, damages or for the other covenants of said lease as in said lease provided"

No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment, or a true copy thereof, if the estate of Lessors or any part thereof, is assigned, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land, or assignment of rentals, or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment or a true copy thereof.

14. It is understood and agreed that there are no terms and conditions, covenants or warranties, express or implied other than set forth in this lease, except that Lessor warrant title to said property and that they have the right to lease said described land to the Lessee as provided in this lease, and that no other persons claim any interest to said property or adverse to Lessor which will in any wise affect or injure the operations of the Lessee.

In Witness Whereof, the parties hereto have come and this agreement to be executed the day and year first hereinabove written.

John B. Riggs
Winifred H. Riggs
George A. Krontz
Ezzelle Krontz
A. Lewis
Louise H. Lewis
Lafayette A. Lewis
Rose H. Lewis
C. A. Journigan
Elizabeth Journigan
Edward L. Journigan
Alice H. Journigan
Roy Journigan
Mary Journigan

(Corporate Seal)

Hathaway Company, a California Corporation
By Richard F. Hathaway Secy
By J. Elwood Hathaway Treas.

State of California, County of Los Angeles)

On this 25th day of November, A.D. 1929 before me, Irma D. Kirby, a Notary Public in and for the said County and State, personally appeared J. Elwood Hathaway, known to me to be the President and Richard F. Hathaway known to me to be the Secretary of the Hathaway Company, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation. herein named and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Irma D. Kirby Notary Public

in and for said County and State. My Commission expires February 3, 1942.

State of California, County of Los Angeles)

On this 28th day of November, in the year One Thousand Nine Hundred and Thirty-Nine before me D. L. Gault, a Notary Public in and for the County of Los Angeles, personally appeared Winifred H. Riggs, George A. Krontz, Ezzelle Krontz, A. Lewis, Louise H. Lewis, Lafayette A. Lewis, Rose H. Lewis, C. A. Journigan, Elizabeth Journigan, Edward L. Journigan, Alice H. Journigan, Roy Journigan, Mary Journigan, John B. Riggs, known to me to be persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the County of Los Angeles, the day and year in this certificate first above written.

(Notarial Seal)

D. L. Gault, Notary Public

in and for the County of Los Angeles, State of California.

6043 Copy of original recorded at request of Lessee Deeds, 1929 at 12:11 A.M.
Copied & Compared by E. J. Petty, County Recorder, by J. M. Tamm, Deputy
CS. 10-44-4

1000000000000000

U.S. 1115.00 Cancelled

Grant Deed

In consideration of \$10.00 Ten, receipt of which is hereby acknowledged, I, the Elizabeth J. Taylor, a married woman do hereby Grant to Ruth G. Kinadele, a married man, as his separate property all that real property in the City of Beverly Hills County of Los Angeles State of California, described as:

Lot Twenty-six (26), 12 Block Eighty-two (82)

the foregoing notice; that it has read the same, and knows the contents thereof, and that the facts stated therein are true.

Lillian A. Page.

Subscribed and sworn to before me this 27th day of June, 1941.
[Seal] L.P. Jance, Notary Public
in and for said County and State.

1130 Copy of original recorded at request of Century Federal Sav. & Loan Assn., July 30, 1941. 2:50 P.M. Copyist #26 Compared Name B. Beatty, County Recorder
By [Signature] Deputy
\$1.00-J.N.

AMENDMENT TO OIL AND GAS LEASE.

THIS AMENDMENT made and entered into this 7th day of May, 1941, by and between JOSE R. ASKE, WINIFRED E. ASKE, GEORGE A. KOONTZ, BESSIE KOONTZ, A.L. LEWIS, LOUISE M. LEWIS, LAFAYETTE A. LEWIS, ROSE E. LEWIS, C.A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD L. JOURNIGAN, ALICE M. JOURNIGAN, BOY JOURNIGAN, MARY JOURNIGAN, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS", and KATHARAY COMPANY, a California corporation, hereinafter referred to as "LESSEE", Witnesseth: Whereas, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit: The South half (1/2) of the North half (1/2) of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 31s (8), Township Three (3) South, Range Eleven (11) East, S.B.N. containing ten (10) acres; Subject, however, to the rights of the General Petroleum Corporation as contained in lease dated May 13, 1920 between the above named lessors and said General Petroleum Corporation and Whereas, by agreement dated April 29, 1941, by and between the above named lessors and General Petroleum Corporation, the right of the above named lessors to drill at the present time for oil and gas on the Southernly portion of the real property hereinbefore particularly described has been established and determined, and the portions upon which drilling is permitted is set out as Parcels A and B on the map attached to said agreement with General Petroleum Corporation and Whereas, the limitation of the right to drill within One Hundred Fifty (150) feet the North line of the property heretofore leased by the above named lessors to the above named lessee, by lease dated the 20th day of November, 1939, has been removed and extinguished by reason of the agreement last hereinbefore referred to between the above named lessors and General Petroleum Corporation; and Whereas, the lessors herein are desirous of leasing unto lessee the real property hereinbefore in this amendment described, upon which drilling for oil, gas and other hydro-carbon substances is by said agreement with General Petroleum Corporation now permitted, and to also lease to lessee all the balance of said real property in this amendment described, when and as the rights of General Petroleum Corporation has been released, abandoned or quitclaimed, upon the same terms and conditions with regard to the development and operation of said properties is contained in said original lease between the parties hereto, dated November 20, 1939; Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, lessors lease to the lessee all that certain real property hereinbefore in this amendment particularly described, subject to the terms of said original lease dated May 13, 1920, between the lessors herein and General Petroleum Corporation, and as modified, fixed and determined by the terms of a lease agreement between the within named lessors and General Petroleum Corporation dated April 29, 1941 (a copy of which agreement is attached hereto and made a part hereof), and lessors also lease to lessee all of said real property and the right to drill upon any portion thereof when and as the rights of General Petroleum Corporation therein have been released, abandoned or quitclaimed, and that this lease shall be considered as a part of and an amendment to that certain lease heretofore executed between the parties hereto dated November 20, 1939, and that all of the terms and conditions of said original lease of November 20, 1939 shall apply to, govern and control the rights, privileges, duties and conditions with respect to the additional property herein leased, except that as to any wells drilled on said property described in this amendment, the rights of the lessee shall be for a period of twenty (20) years from and after the date of this amendment; and as long thereafter as oil and gas is produced. As a further consideration for the execution of this amendment to said original lease, lessee agrees to start drilling operations for an oil and/or gas well upon said real property covered by said original lease, or upon the property covered by this amendment, within thirty (30) days after the execution of this amendment, and diligently carry on, prosecute and continue said drilling operations until said well is completed or abandoned, and within one hundred twenty (120) days after the completion or abandonment of the first well, lessee agrees to continue drilling operations for a further and second oil and/or gas well

L.M.L.
A.L.L.
L.L.L.
J.A.L.
G.A.L.
E.L.
C.L.
S.L.
K.L.
A.L.L.
R.L.
M.L.
S.F.L.
J.L.L.

upon the premises covered by either said original lease or this amendment. Lessee shall be permitted to drill any further or additional wells upon the premises covered by said original lease or by this amendment, but nothing herein construed shall compel lessee to drill more than the two wells in this paragraph above referred to. Notwithstanding anything to the contrary hereinbefore expressed, it is agreed that the time for the performance of any drilling obligation by lessee hereunder shall be extended in the event lessee shall be unable to purchase or obtain necessary casing or equipment by reason of any conditions over which lessee has no control, such extension to continue until such time as lessee can obtain such necessary equipment, casing or supplies. All other terms, conditions and provisions of said original lease shall apply to, govern and control the property covered by this amendment, and said original lease dated November 20, 1939, between the parties hereto, is made a part hereof by reference as if fully set forth herein. The portion of said property covered by this amendment on which drilling is now permitted by the terms of this amendment and by the terms of said agreement with General Petroleum Corporation is designated on a map or diagram attached hereto as Parcels A and B, and said map or diagram is made a part hereof by reference. In witness whereof, the parties hereto have caused this amendment to be executed the day and year first hereinabove written.

JOHN R. AGEE (JOHN R. AGEE)	WINIFRED H. AGEE
WINIFRED H. AGEE	WINIFRED H. AGEE
GEORGE A. KOONTZ	GEORGE A. KOONTZ
HESSIE KOONTZ	HESSIE KOONTZ
A.L. LEWIS	A.L. LEWIS
LOUISE M. LEWIS	LOUISE M. LEWIS
LAPAYETTE A. LEWIS	LAPAYETTE A. LEWIS
ROSE H. LEWIS	ROSE H. LEWIS
C.A. JOURNIGAN	C.A. JOURNIGAN
ELIZABETH JOURNIGAN	ELIZABETH JOURNIGAN
EDWARD L. JOURNIGAN	EDWARD L. JOURNIGAN
ALICE M. JOURNIGAN	ALICE M. JOURNIGAN
ROY JOURNIGAN	ROY JOURNIGAN
MARY JOURNIGAN	MARY JOURNIGAN

LESSORS
 BATHWAY COMPANY, a California corporation.
 By J.L. Bathway, Vice President.
 Richard F. Bathway, Secretary.
 LESSOR

(SEAL)

State of California, County of Los Angeles) ss On this 8th day of June, A.D. 1941, before me, Irma D. Kirby, a Notary Public in and for the said County and State, personally appeared J.L. Bathway, known to me to be the Vice President, and Richard F. Bathway, known to me to be the Secretary of the BATHWAY COMPANY the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) Irma D. Kirby, Notary Public
 in and for said County and State. My commission expires February 3, 1942.

State of California, County of Los Angeles) ss On this 7th day of May, 1941, before me, D.K. Gault, a Notary Public in and for the above county and state, personally appeared JOHN R. AGEE and WINIFRED H. AGEE, his wife, GEORGE A. KOONTZ and HESSIE KOONTZ, his wife, A.L. LEWIS and LOUISE M. LEWIS, his wife, LAPAYETTE A. LEWIS and ROSE H. LEWIS, his wife, C.A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, EDWARD L. JOURNIGAN and ALICE M. JOURNIGAN, his wife, ROY JOURNIGAN and MARY JOURNIGAN, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

(Seal) D.K. Gault, Notary Public
 in and for the County of Los Angeles, State of California.

AGREEMENT.

Copy

THIS AGREEMENT, made and entered into this 25th day of April, 1941, by and between C.A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, EDWARD L. JOURNIGAN and ALICE M. JOURNIGAN, his wife, ROY JOURNIGAN and MARY JOURNIGAN, his wife, JOHN R. AGEE and WINIFRED H. AGEE, his wife, GEORGE A. KOONTZ and HESSIE KOONTZ, his wife, A.L. LEWIS and LOUISE M. LEWIS, his wife, LAPAYETTE A. LEWIS and ROSE H. LEWIS, his wife, hereinafter referred to as "Lessors", and GENERAL PETROLEUM CORPORATION OF CALIFORNIA, hereinafter referred to as "Lessee":
 Witnesses: Whereas, there is in existence a certain lease between the parties hereto dated May 13, 1930, recorded in Book 138 at page 118 of Lessee's Records of the County Recorder, Los Angeles, California; and Whereas, certain differences have arisen between the parties hereto with respect to said lease; and Whereas, the parties hereto desire to settle all differences now existing; Now, therefore, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other valuable consideration, the receipt of all of which is hereby acknowledged, it is agreed:
 1. Paragraph 4 appearing on page 3 of that certain quitclaim and agreement dated June 30 1934, between the parties hereto and reading as follows: "Lessors agree not to drill or permit to be drilled any wells within one hundred fifty (150) feet of any lands operated

by Lessee." is hereby waived. 2. Notwithstanding the provision of Paragraph 8 of the said lease dated May 13, 1920 and the waiver contained in Paragraph 1 above, Lessors shall not drill, deepen and/or redrill, cause to be drilled, deepened and/or redrilled, or surface or permit to be drilled, deepened and/or redrilled, any well or wells (new or old) on that portion of the premises commonly referred to as the "Agre Property", which is a portion of the property described in said lease as follows: The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section 312, Township Three South, Range Eleven West, S.B. & M. containing Ten (10) acres, more or less; Situated in the City of Los Angeles, State of California, except that Lessors shall have the right to drill new wells on said Agre Property on the drill sites shown on the map attached hereto, marked Exhibit "A", and made a part hereof, which said drill sites are designated "1" and "3", respectively. Said drill sites "1" and "3", if used by Lessors and others contracting with Lessors, shall be without charge and cost to Lessors and such others. Any well drilled or caused to be drilled on either or both of said drill sites shall be so bottomed as not to extend under any part of the said Agre Property outside of the anterior limits of each of said drill sites shown on said Exhibit "A".

3. Lessors and those contracting with Lessors shall have the right of reasonable ingress and egress and use of roadways to said drill sites "1" and "3" and to well designated "112 G.F. Hathaway Co." shown on said Exhibit "A". 4. The restrictions on the part of

Lessors hereinabove set forth with respect to the said Agre Property apply only to the drilling and causing to be drilled of wells for the production of oil, gas, and other hydrocarbon substances from oil zones underlying said property from the surface of the earth to a depth of six thousand (6,000) feet, and do not restrict any operations by Lessors or those contracting with Lessors to any productive zones or horizons lying beneath the depth of six thousand (6,000) feet, except that if Lessors produce oil, gas, and other hydrocarbon substances below a depth of six thousand (6,000) feet, such production shall be so conducted as not to in any manner interfere with the operations of Lessee on the said property, and shall not produce oil, gas, and other hydrocarbon substances from any zones lying at six thousand (6,000) feet and above. As to drill sites "A" and "B", Lessors may produce from any zone or zones and any depth or depths whatsoever without restriction, upon complying with the terms of this agreement as to the bottoming of such wells.

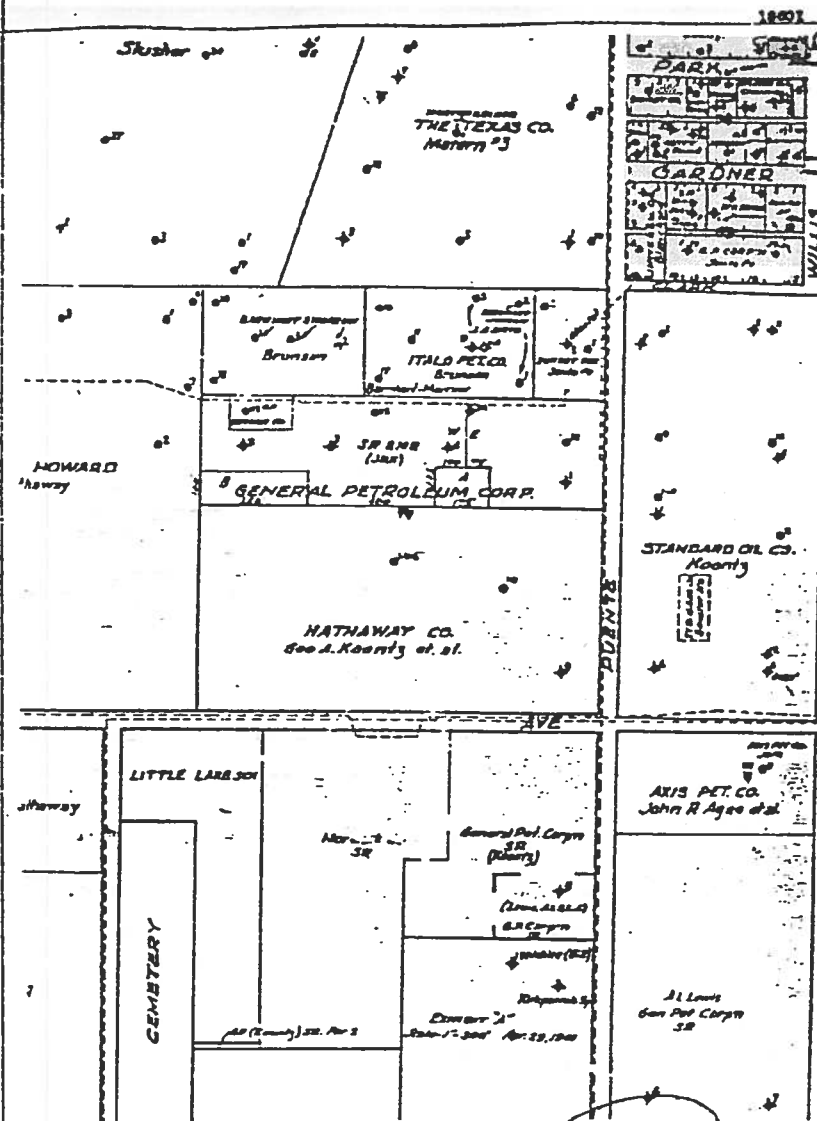
5. In the event of the abandonment by Lessee of well 111, shown on said Exhibit "A", all of the Agre Property lying to the East of the red line shown on said Exhibit "A" shall be freed from the restrictions of this agreement and may be drilled or caused to be drilled by Lessors. In the event of the abandonment of well 113, shown on said Exhibit "A", all of the Agre Property lying to the West of the red line shown on said Exhibit "A" shall be freed from the restrictions of this agreement and may be drilled or caused to be drilled by Lessors.

6. Lessors hereby acknowledge that Lessee has performed each and every obligation, express or implied, under the lease above described, to be performed by it up to the date of this agreement, and Lessors represent that they are the owners in excess of two-thirds of the mineral rights of the land above described and also two-thirds of the mineral rights of all the lands described in said lease above referred to; but that nothing in this agreement shall be construed as waiving any rights of Lessor insofar as it applies to the future operations of said lease by Lessee on the land retained by it. In witness whereof, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

Winifred E. Agre	(Winifred E. Agre)
George A. Koontz	(George A. Koontz)
Bessie Koontz	(Bessie Koontz)
A.L. Lewis	(A.L. Lewis)
Louise M. Lewis	(Louise M. Lewis)
Lafayette A. Lewis	(Lafayette A. Lewis)
Rose H. Lewis	(Rose H. Lewis)
C.A. Journigan	(C.A. Journigan)
Elizabeth Journigan	(Elizabeth Journigan)
Edward L. Journigan	(Edward L. Journigan)
Alice E. Journigan	(Alice E. Journigan)
Roy Journigan	(Roy Journigan)
Mary Journigan	(Mary Journigan)
John E. Agre	(John E. Agre)
	LESSORS

GENERAL PETROLEUM CORPORATION OF CALIFORNIA
By R.A. Sperry—
By J.E. Jensen, Asst. Sec'y. 18801.

(Seal)



11218 Copy of original recorded at request of Hathaway Co. Jan. 30, 1941, 3:04 P.M.
 Copyright 1941 Compared Name B. Beatty, County Recorder by a. m. Strabel (15) Deputy
 \$19.50-28.25.

DEED OF GIFT.
 THIS INSTRUMENT, made the 29 day of July, 1941 Between Thomas E. Nelson and Rita D. Nelson (wife) County of Los Angeles, State of California, the parties of the first part, and W.E. Downing and his wife Ruth E. Downing, the parties of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the love and affection which the said parties of the first part have and bear unto said parties of the second part, as also for the better maintenance, support, protection and livelihood of said parties of the second part, do by these presents, give, grant, alien and confirm, unto the said parties of the second part and to heirs and assigns forever, all the certain lot, piece, or parcel of land, situate, lying and being in the Los Angeles County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit: Loomis Tract 16 1/2 Acre. Lot B, Blk A This Deed of Gift gives full privilege of life estate in the property herein described, including the control, rents, issues, and profits thereof, is hereby conveyed to the grantees herein named during their lifetime, and it is also agreed and understood that they are to pay taxes, and utilities, upkeep, and keep said property in good condition. Should taxes on property herein described not be paid, title of property will revert to parties of the first part. It is further understood and agreed that at the termination of the lifetime of the parties of the second part, the afore-described property reverts to the parties of the first part and their heirs.

10

EXCEPTION

NUMBER

10

Recording Requested By
Glen E. Danielson, Director of
Public Works, City of Santa Fe
Spring

When recorded mail to
Glen E. Danielson,
Director of Public Works
City of Santa Fe Springs
9836 Jersey Avenue
Santa Fe Springs, California

3580

10
RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
3d Min. 10 A.M. FEB 15 1962
RAY E. LEE, County Recorder

PAR.
AC

FREE 7/ M

Space above this line for recorder's use

ROAD DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MOBIL OIL COMPANY, INC.

do hereby grant to the CITY OF SANTA FE SPRINGS
an easement for public road and highway purposes in the real property in the City of Santa Fe Springs
County of Los Angeles, State of California, described as

The Westerly 4 feet of the Easterly 34 feet of the South
half of the North half of the Northeast quarter of the South-
west quarter of Section 6, Township 3 South, Range 11 West,
Rancho Santa Gertrudes, Subdivided for the Santa Gertrudes Land
Association, as shown on map recorded in Book 1, Page 502 of
Miscellaneous Records in the office of the Recorder of the
County of Los Angeles.

Excepting therefrom that portion thereof which lies within
the Northerly 100.85 feet, measured along the Easterly line, of
the South half of the North half of the Northeast quarter of
the Southwest quarter of said Section 6.

To be known as NORWALK BOULEVARD.

Reserving therefrom an easement in said property for an
existing pipeline, and the right to maintain, operate and replace
said pipeline, with the right of ingress and egress to and from
the same.

Subject to all existing easements whether recorded or not.

Subject to that certain agreement of understanding between
the grantor and the City of Santa Fe Springs dated January 24, 1962.

THIS DOCUMENT IS OFFICIAL BUSINESS OF THE
CITY OF SANTA FE SPRINGS AND ENTITLED TO
FREE RECORDING UNDER SECTION 6103 OF THE
GOVERNMENT CODE.

[Signature]
City Clerk

FEB 15 1962

3580

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed dated April 9, 1961 from SOCONY MOBIL OIL COMPANY, INC.

to the City of Santa Fe Springs, a political corporation and/or governmental agency is hereby accepted by order of the City Council on October 10, 1957, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: January 24, 1962

CITY OF SANTA FE SPRINGS
By [Signature]
City Manager

It is understood that each undersigned grantor grants only that portion of the above described land in which said grantor has an interest.

Dated: April 5, 1961

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 5th day of April, 1961
before me, the undersigned, a Notary Public in and for said County and State, personally appeared

R. O. Swartz - Attorney in Fact

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Attorney in Fact.

Witness my hand and official seal.

(Seal) [Signature]
Notary Public for said County and State.
My Commission Expires Aug. 24, 1967

SOCONY MOBIL OIL COMPANY, INC.

By [Signature]
Attorney in Fact

FOR Normalk Boulevard 41-46

Search No. _____ Parcel _____
Index Map 33D 1-2 R. _____
Supervisory District No. 1

NOTE: Corporation acknowledgment form on reverse side.

FEB 15 1962

3580

FEB 15 1962

3380

Form 111 1-54 (Attorney in Fact)

STATE OF CALIFORNIA
COUNTY OF } ss.
Los Angeles
On April 5 1961
before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
R. D. Swanson
known to me to be the person whose name is
subscribed to the within instrument, as the Attorney
in fact of Samuel M. O'Connell, Jr.
and acknowledged
to me that he subscribed the same.
I certify as principal, and
as Attorney in fact.
WITNESS my hand and official seal.
Allen D. Owens
(Notary Public in and for said County and State
My Commission Expires Aug. 25, 1962)

11

EXCEPTION

NUMBER

11

8853200
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA EDISON COMPANY
SOUTHERN CALIFORNIA EDISON COMPANY
P. O. BOX 351
LOS ANGELES 33, CALIF.
ATTENTION - MAY 9 LAST DEPT.

3031

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
FOR TITLE INSURANCE & TRUST CO.

14 Min. 3 P.M. JUL 9 1968

RAY E. LEE, County Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT
(CORPORATION)

MOBIL OIL CORPORATION

a corporation, organized under the laws of the State of New York, and having its principal place of business at 150 E. 42nd St., New York, N. Y. 10017 in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, an easement and right of way to install, use, maintain, alter, add to, repair, replace, inspect and/or remove, aerial electric lines and communication lines consisting of overhanging crossarms, wires, cables, conduits, and necessary appurtenances for conveying electric energy for any and all purposes, over and across that certain real property in the County of Los Angeles State of California, described as follows:

The southerly 5 feet of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, as shown on map recorded in Book 32, page 18, of Miscellaneous Records, in the office of the Recorder of said County. Subject to all existing reservations, restrictions, covenants, conditions, easements and rights of way whether or not of record.

Grantee agrees to indemnify Grantor against and to hold Grantor harmless from any loss of or damage to any property, or injury to or death of any person whatsoever, proximately caused in whole or in part by any negligence of Grantor or its contractors, or by any acts for which Grantee or its contractors are liable without fault, in the exercise of the rights herein granted; save and except in those instances where such loss or damage or injury or death is proximately caused in whole or in part by any negligence of Grantor or its contractors, or by any acts for which Grantor or its contractors are liable without fault.

The Grantee, its successors and assigns, and its and their respective contractors, agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric lines and/or communication lines and shall have free access to said lines and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said MOBIL OIL CORPORATION has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Attorney in FACT SECRETARY, thereto duly authorized, this 24th day of June, 19 68.

MOBIL OIL CORPORATION

By J. Neely
J. NEELY, Attorney in Fact

State of California,
COUNTY OF LOS ANGELES

On JUN 26 1968, 19

before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. NEELY

known to me to be the person whose name is subscribed to the within instrument as an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his own name as attorney in fact.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

HELVI J. PALOJARVI

My Commission Expires Aug. 8, 1970



DOCUMENTARY TRANSFER TAX \$ NONE

DISTRICT
WHITTIER
Trunk Census
6047
7040
IDENTITY
8-0722
Map Book
30-888E
Approved
By W. B. Lamm
Department
By
RAY AC
Date
6-14-68

FEB 28

JUL 9 1968

3031

12

EXCEPTION

NUMBER

12

3099
3099

#12

Recording Requested by and After Recorlation
Return to: Robert L. Williams, City Clerk
City of Santa Fe Springs, 1171 Telegraph Road,
Santa Fe Springs, California 90670

Documentary Transfer Tax \$ None NO CONSIDERATION - NO TAX DUTY

Signed: Robert L. Williams
Robert L. Williams, City of Santa Fe Springs
EASEMENT DEED

FREE 2 M

MOBIL OIL CORPORATION, a New York corporation, for a valuable consideration the receipt of which is hereby acknowledged, insofar as its interest is concerned and without warranty of title express or implied, does hereby grant, sell and convey to THE CITY OF SANTA FE SPRINGS, a municipal corporation, an easement and right of way for street, public utility and municipal purposes over, under, above, upon and along the real property in the City of Santa Fe Springs, County of Los Angeles, State of California described as follows:

The westerly 16 feet of the easterly 50 feet of the S/2 of the N/2 of the NE/4 of the SW/4 of Section 6, T. 3 S., R. 11 W.

EXCEPT the northerly 100.85 feet of the easterly 282 feet of said S/2.

TO BE KNOWN AS NORWALK BOULEVARD

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF. IN
40 Min. Past 3 P.M. APR 12 1971

Registrar-Recorder

Subject to all existing covenants, conditions, reservations, restrictions, easements, rights of way and licenses whether or not of record.

MOBIL OIL CORPORATION

By D. B. Ringena
D. B. Ringena - Attorney in Fact

DATE: April 1, 1971.

APR 12 1971

3099

Recd
Retu
City
Sant

Docs

Sign

APR 12 1971

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real
property conveyed by the within deed
dated April 1, 1971
from Mobil Oil Corporation

to the City of Santa Fe Springs, a
Municipal Corporation and/or government
agency, is hereby accepted by order of the
City Council on September 11, 1969, and
the Grantee consents to the recordation
thereof by its duly authorized officer.

Dated: April 9, 1971

CITY OF SANTA FE SPRINGS

By Robert F. Williams

Title City Manager

State of California,
COUNTY OF LOS ANGELES }

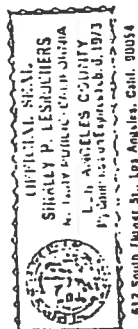
CO 9322-119-001

On April 1, 19 71

before me, the undersigned, a Notary Public in and for said County and State, per-

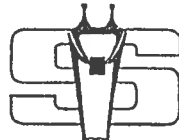
sonally appeared D. B. RINGENA
known to me to be the person whose name is subscribed to the within instrument as
an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to
me that he subscribed the name of MOBIL OIL CORPORATION, thereto
as principal and his own name as attorney in fact.

In Witness Whereof, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.



My Commission Expires

Shirley P. Leschmiers
Notary Public in and for said County and State



Sanctity of Contract

COPY

STEWART TITLE OF CALIFORNIA, INC.

National Commercial Closing Division
505 No. Brand Blvd., Suite 800-A, Glendale, CA 91203
(818) 240-9757

Date: July 06, 1999

Escrow Officer : Mary Venia
Escrow Number : 99112462
Property Address: 10607 Norwalk Blvd
Santa Fe Springs, CA

CONTRACT AGREEMENT ESCROW INSTRUCTIONS

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

SECOND REVISION

That certain CONTRACT OF SALE dated June 17, 1999 by and between MOBIL FOUNDATION, INC. a New York not-for-profit corporation, as SELLER and THE O'DONNELL GROUP, INC., a California corporation as BUYER (the "Contract of Sale"), is to be construed as your Escrow Instructions, and you are authorized and instructed to act thereunder insofar as closing your escrow is concerned. However, you are only to be concerned with those paragraphs pertaining to the duties and responsibilities of the Escrow Holder, as set forth hereinbelow, and should there be any conflict between these instructions and the terms and conditions in the Contract of Sale, the terms and conditions of the Contract of Sale instructions shall control. All other items of said Agreement are matters between the parties ONLY, and Escrow Holder shall not be concerned therewith.

General Provisions are attached hereto and made a part hereof.

THE FOLLOWING ITEMS ARE LISTED FOR CLARIFICATION PURPOSES ONLY TO ENABLE ESCROW HOLDER TO CLOSE THE ABOVE NUMBERED TRANSACTION. ITEMS NOT LISTED HEREIN ARE MATTERS BETWEEN THE PARTIES AND ESCROW HOLDER SHALL NOT BE CONCERNED THEREWITH:

PREAMBLE

ITEMS

1, 1a, 1b, 3a, 3b, 3c, 3d, 4a, 4b, 4c, 4d,
4e, 4f(1-4), 6a(i-ii), 6b, 6c, 7i, 8a, 8b,
8c, 9, 10a, 12, 13, 14, 15a, 16, 17g, 20, 21,
25, 26

INSPECTION PERIOD WILL END August 11, 1999
CLOSE OF ESCROW DATE TO BE August 16, 1999

Notwithstanding anything to the contrary contained within The Contract of Sale, Escrow Holder shall not determine if or when a default has occurred, or the defaulting party. Furthermore in the event of cancellation or termination, Buyer and Seller hereby agree to execute mutual cancellation instructions as required by Escrow Holder, outlining the disbursement of funds.

Notwithstanding the foregoing, upon Escrow Holder's receipt of written request to terminate this escrow from Buyer on or before AUGUST 11, 1999, Escrow Holder shall return to Buyer all funds held in escrow, and notify Seller of same within the same business day. SELLER HEREBY AGREES TO INDEMNIFY STEWART TITLE AND HOLD ESCROW HOLDER HARMLESS FROM ANY AND ALL CLAIMS, LOSSES OR DAMAGES INCLUDING ATTORNEY FEES WHICH MAY BE A RESULT OF THIS RELEASE INSTRUCTION.

Continued on next page

Escrow Number: 99112462

GOOD FUNDS: Funds must be submitted to escrow no later than the business day preceding recordation and close of escrow unless otherwise agreed upon. Please remit funds in one of the following manners:

- (1) Wire funds to Stewart Title of California, Inc., Los Angeles Division - Escrow Department's bank account, or;
- (2) Deliver to Stewart Title of California, Inc., Los Angeles Division - Escrow Department, a cashier's check made payable to Stewart Title of California, Inc. drawn on a California bank.

EXCEPT FOR FUNDS DEPOSITED BY WIRE TRANSFER, California Insurance Code 12413.1 (Chapter 598, Statutes of 1989) prohibits the disbursement of funds until the day funds are made available under the statute. CASHIER'S, TELLER'S OR CERTIFIED checks are generally available on the next business day following deposit. Please be advised that failure to meet one of these requirements may delay the date of recordation (close of escrow) and disbursement of funds.

THE FOREGOING INSTRUCTIONS AND THE GENERAL PROVISIONS ATTACHED HERETO ARE HEREBY APPROVED BY ALL OF THE UNDERSIGNED AND THEY AGREE TO HAND YOU THE DOCUMENTS AND/OR FUNDS AS REQUIRED TO COMPLY WITH SAME.

SELLER:

Mobil Foundation, Inc.
a New York not-for-profit corporation

By: Maurice Jooney
Name: Maurice Jooney
Its: Assistant Property Mgr.

BUYER:

The O'Donnell Group, Inc.
a California corporation

By: _____
Name: _____
Its: _____

GENERAL PROVISIONS

1. FUNDS AND PRORATIONS

All funds received in this escrow shall be deposited IN A FEDERALLY INSURED INTEREST BEARING account of Escrow Holder.

Close of escrow is subject to compliance with California Insurance Code Section 12413.1, 12413.2 and 12413.5 regarding collected funds. Funds deposited to escrow are insured only to the limit provided by Federal Deposit Insurance Corporation.

Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regards to placement of wires.

If for any reason, funds are retained or remain in escrow following the close of escrow, you are to deduct therefrom a MONTHLY charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

The parties acknowledge that they have been advised that the financial institutions in which monies in this escrow are being deposited, are paying for certain of Escrow's accounting and computer services. Those services directly benefit the parties which further reduce costs and fees to the escrow.

All prorations and/or adjustments called for in this escrow shall be made on the basis of a 30 day month or 360 day year, unless otherwise instructed in writing. Proration of real property taxed will be made on the basis of the latest available figures provided to Escrow Holder.

The phrase close of escrow (COE) as used herein means the date on which instruments/documents are recorded.

Disbursements from this escrow will be made by check by Escrow Holder. Unless otherwise instructed in writing, checks will be issued jointly to the parties designated as payees. Signatures (including initials) of principals or their duly authorized agents on any document/instrument and/or instruction pertaining to this escrow indicate approval of same.

2. SPECIAL RECORDINGS

If a "SPECIAL RECORDING" is arranged and completed, meaning recording the documents called for in this escrow, at any time other than the standard recording time for title insurance companies, then THE SELLER hereto represents and warrants that during the period of time between the standard recording time and the time the documents are actually recorded pursuant to the "SPECIAL RECORDING", Seller will not cause additional liens, encumbrances, or exceptions to the title whether involuntary or voluntary, of any kind or nature to attach to or be recorded against the subject property, nor will the subject property be otherwise transferred or conveyed.

SELLER hereby expressly agrees to indemnify and hold Escrow Holder harmless from all claims, losses or damages and attorney's fees resulting from any such additional liens, encumbrances, exceptions to title, transfers or conveyances CREATED BY VIRTUE OF SELLER.

3. AUTHORIZATION TO DELIVER

If it is necessary, proper or convenient for the consummation of this escrow, Escrow Holder is authorized to deposit or have deposited funds or documents, or both, handed to Escrow Holder under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, at or before close of escrow in connection with closing this escrow. Any

Continued on next page

such deposit shall be deemed a deposit under the meaning of these escrow instructions.

4. AUTHORIZATION TO FURNISH COPIES

Furnishing copies of any/all escrow instructions, amendments, supplements, preliminary reports, notices of cancellation and closing statements in this escrow to the real estate broker(s), lenders and/or attorney's representing principals to this escrow is authorized. Escrow holder shall not incur any liability to the parties for delivery of said copies.

5. TIME AND WRITTEN NOTIFICATION

Time is of the essence. In the event the conditions of this escrow have not been complied with at the expiration of the time provided for herein you are permitted, though not required, to complete the same at the earliest possible date thereafter. No notice, demand or change of instructions shall be of any effect to alter, amend, supplement, or vary the terms of these instructions unless given in writing and signed by all parties affected thereby.

6. CANCELLATION PROVISIONS

Any principal instructing Escrow Holder to cancel escrow AFTER AUGUST 11, 1999 (BUYER'S INSPECTION PERIOD), shall file notice of cancellation in Escrow Holder's office in writing and so state the reason for cancellation. Upon receipt of same, Escrow Holder shall prepare cancellation instructions for signatures of the principals and shall forward same to the principals. Upon receipt of MUTUALLY AGREEABLE cancellation instructions signed by all principals and after payment of escrow holder's cancellation charges, Escrow Holder is authorized to comply with such instructions and cancel the escrow. If written objection is filed, Escrow Holder is authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions or final order of a court of competent jurisdiction.

7. ACTION IN INTERPLEADER OR OTHER COURT OR LEGAL PROCEEDINGS

The principals hereto expressly agree that Escrow Holder has the absolute right, at its election, to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and Escrow Holder is authorized to deposit with the Clerk of the Court, all documents, instruments and funds held in escrow. In the event such action is filed, the principals jointly and severally agree to pay Escrow Holder's cancellation charges and costs, expenses and reasonable attorney's fees it is required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the Court. Upon filing of such action, Escrow Holder is thereupon fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

8. PERSONAL PROPERTY TAX

Escrow Holder is not responsible for any personal property tax which may be assessed to any former owner of the property that is the subject of this escrow, nor for the corporation or license tax of any corporation as a former owner. No

Continued on next page

Escrow Number: 99112462

examination or insurance as to the amount of payment of personal taxes is required unless specifically requested.

9. LIMITATION ON DUTY TO INFORM

It is agreed by the parties hereto, that so far as Escrow Holder's rights and liabilities are involved, this transaction is an escrow and not any other legal relation and STEWART TITLE OF CALIFORNIA, INC. is an escrow holder only on the within expressed terms, and Escrow Holder shall have no responsibility of notifying me or any of the parties of this escrow of any sale, resale, loan exchange or other transaction involving any property herein described or of the profit realized by any person, firm or corporation (broker, agent and parties to this and/or other escrow included), in connection therewith, regardless of the fact that such transaction(s) may be handled concurrently by Escrow Holder in this escrow or in another escrow.

10. LEGAL ADVICE

The parties acknowledge and understand that Escrow Holder is not authorized to practice law, nor give financial advice. The parties are hereby advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by Escrow Holder about the legal sufficiency, legal consequences, financial effect or tax consequences of the within escrow instructions.

11. DISCLOSURE OF CONDITIONS PRECEDENT

The parties to this escrow, by execution hereof, acknowledge their duty to Escrow Holder of full disclosure wherein said matters shall effect the transfer of subject property and conditions of title (inclusive of real personal and intangible property, which matters may result in a lien against subject property). Disclosure shall be inclusive, but not limited to: water, stock, owners association or maintenance dues, contractual obligations not automatically terminated upon sale, notes, deeds of trust and vendors liens.

12. STATE/FEDERAL CODE NOTIFICATION

According to Federal law, the Seller(s), when applicable, will be required to complete a 1099-S Worksheet that will be utilized to generate a 1099 reporting statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer(s) will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyer(s) acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer(s) for same at the close of escrow.

You are released from and shall have no liability, obligations or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1984, "Foreign Investors in Real property Act" (FIRPTA), as amended (b) advising of requirements, (c) determining whether the seller is a foreign person, under such Section, or (d) obtaining a non-foreign affidavit or other exemption from

Continued on next page

Escrow Number: 99112462

withholding under such Section nor otherwise making any inquiry concerning compliance with such Section by any party to this transaction.

IN ACCORDANCE WITH SECTION 18662 AND 18668 OF THE REVENUE AND TAXATION CODE, A BUYER MAY BE REQUIRED TO WITHHOLD AMOUNT EQUAL TO 3-1/3 PERCENT OF THE SALES PRICE IN THE CASE OF A DISPOSITION OF CALIFORNIA REAL PROPERTY INTEREST, BY EITHER:

1) A SELLER WHO IS AN INDIVIDUAL WITH A LAST KNOWN STREET ADDRESS OUTSIDE OF CALIFORNIA, OR WHEN THE DISBURSEMENT INSTRUCTIONS AUTHORIZE THE PROCEEDS BE SENT TO A FINANCIAL INTERMEDIARY OF THE SELLER, OR; 2) A CORPORATE SELLER WHICH HAS NO PERMANENT PLACE OF BUSINESS IN CALIFORNIA.

THE BUYER MAY BECOME SUBJECT TO A PENALTY FOR FAILURE TO WITHHOLD AN AMOUNT EQUAL TO THE LESSER OF 10 PERCENT OF THE AMOUNT REQUIRED TO BE WITHHELD FOR FIVE HUNDRED DOLLARS (\$500.00).

HOWEVER, NOTWITHSTANDING ANY OTHER PROVISIONS INCLUDED IN THE CALIFORNIA STATUTES REFERENCED ABOVE, NO BUYER WILL BE REQUIRED TO WITHHOLD ANY AMOUNT OR BE SUBJECT TO PENALTY FOR FAILURE TO WITHHOLD IF:

1) THE SALE PRICE OF THE CALIFORNIA REAL PROPERTY CONVEYED DOES NOT EXCEED \$100,000.00, OR; 2) THE SELLER EXECUTES A WRITTEN CERTIFICATE, UNDER THE PENALTY OF PERJURY, CERTIFYING THAT THE SELLER IS A RESIDENT OF CALIFORNIA, OR IF A CORPORATION, HAS A PERMANENT PLACE OF BUSINESS IN CALIFORNIA, OR; 3) THE SELLER WHO IS AN INDIVIDUAL EXECUTES A WRITTEN CERTIFICATE UNDER PENALTY OF PERJURY THAT THE REAL PROPERTY BEING CONVEYED IS THE SELLER'S PRINCIPAL RESIDENCE (AS DEFINED IN SECTION 1034 OF INTERNAL REVENUE CODE).

THE SELLER IS SUBJECT TO PENALTY FOR KNOWINGLY FILING A FRAUDULENT CERTIFICATE FOR THE PURPOSE OF AVOIDING THE WITHHOLDING REQUIREMENT.

13. NO ACTIVITY

If there is no written activity by a principal to this escrow within any six-month period after the time limit date as set forth, in the escrow instructions or written extension thereof, Escrow Holder's obligation shall terminate at Escrow Holder's option. All documents, monies or other items deposited with Escrow Holder shall be returned to the respective parties entitled thereto, less fees and charges herein provided.

14. CAPTIONS AND COUNTERPARTS

Captions in these escrow instructions are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of these instructions or any of the terms hereof. These instructions may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

15. BINDING

All terms of these escrow instructions shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors

Continued on next page

and assigns. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement herein contained.

16. USURY

Escrow Holder is not to be concerned with any question of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any liability or responsibility therefore.

17. CONFLICTING DEMANDS/INTERPLEADER

NO notice, demand or change of instructions shall be of any effect in this escrow unless given in writing by all parties affected thereby. If conflicting demands are made in connection with this escrow, Escrow Holder shall have the absolute right to either withhold and stop all proceedings, or file suit in the interpleader and obtain an order from the court requiring the parties to interplead their several claims and rights amongst themselves.

18. FACSIMILE

In the event the principals of this transaction, their agents, or assigns, utilize "facsimile (FAX)" transmitted instructions, Escrow Holder may rely and act upon such instructions in the same manner as if original signed instructions were in the possession of Escrow Holder. Any instructions for release of funds will require original signatures prior to said release.

19. DISCRETIONARY TERMINATION

At the sole discretion of Escrow Holder, Escrow Holder may elect to terminate its escrow relationship with the principals to the escrow. Funds and documents will be returned upon mutual instructions of the appropriate parties.

20. INTENTIONALLY OMITTED

21. ENVIRONMENTAL DISCLOSURE

Notwithstanding any actual or other knowledge on the part of Escrow Holder, the parties agree to release Escrow Holder from any and all liability of any kind or nature and to indemnify any and all liability of any kind or nature and to indemnify Escrow Holder of any loss, damages, claims, judgments or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of your representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advise in assessing the risks associated with potential hazardous or toxic wastes.

Continued on next page

22. ADDITIONAL DOCUMENTS HANDED TO ESCROW HOLDER

Parties agree to hand Escrow Holder applicable documentation to establish their authority to act. Those documents may include, but shall not be limited to the following:

1) If you are an individual: Statement of Information 2) If you are a corporation: A Corporate resolution signed by the Secretary of the Corporation, authorizing the acquisition, encumbrancing (if applicable), or sale of the subject property, and designating the authorized signatories on behalf of the corporation, together with a copy of the Article of Incorporation & By-Laws. 3) If you are a Trust: A copy of the Trust Agreement, any amendments thereto and/or a Certificate of Trust. 4) If you are a General Partnership: An original Statement of partnership, in recordable form (if not already recorded) to be recorded in the County in which the subject property is located. A copy of the partnership agreement is also requested. 5) If you are a Limited Partnership: The LP-1 form, certified by the Secretary of State to record (if not already recorded) in the County in which the subject property is located. A copy of the Partnership Agreement is also requested. 6) If you are a Joint Venture: The requirements specified 1, 2, and 4 herein will be applicable as it relates to the entities which comprise the Joint Venture. 7) If you are a Limited Liability Company (LLC): The LLC1 certified by the Secretary of State to record (if not already recorded) in the County in which the subject property is located. The LLC1 must reflect an expiration date. One person must be named on the LLC1 as managing the LLC, or all members must sign. A copy of the Operating Agreement is required.

The parties further acknowledge that in the event the partners of a partnership are individuals, it may be required that each such partner submit a completed and executed Statement of Information.

23. UNCLAIMED FUNDS

Notwithstanding the disposition of any other funds as specified or pertaining to this escrow, there may be funds that remain unclaimed such as, but not limited to, sale proceeds, refunds, rebates, or amounts for specified services ("Unclaimed Funds").

Stewart Title is required to comply with the State of California reporting and notification requirements as regulated by the California State Controller ("Controller"). These requirements necessarily result in Stewart Title incurring administrative costs such as, but not limited to, publication and utilizing personnel to notify the Principals.

The Principals understand that it would be impractical and/or costly for Stewart Title to incur such costs for Unclaimed Funds that are less than \$50.00 ("Minimum Amount"). Accordingly, the Principals agree to fully waive any right to claim any Unclaimed Funds below the Minimum Amount, and further permit Stewart Title to deposit same in their own general account(s).

With regard to any funds in excess of the Minimum Amount, which shall be reported by Stewart Title to the Controller ("Reported Amount"), Stewart Title shall be entitled to an administrative fee of one percent (1%) of the Reported Amount. The principals recognize this is a reasonable best estimate for administrative

Continued on next page

Escrow Number: 99112462

costs incurred by Stewart Title. The Principals recognize that it would be impractical or difficult to estimate such costs and fees each time Stewart complies with the aforementioned requirements.

If the Principals have any questions regarding the disposition of Unclaimed Funds, in excess of \$50.00, the Principals should contact the Controller or successor agency for the State of California.

24. DESTRUCTION OF RECORDS

Escrow Holder is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other materials pertaining to this escrow at the expiration of seven (7) years from the close of escrow or cancellation thereof.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY/OUR INITIAL(S) HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I/WE HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

INITIAL: INITIAL: INITIAL: INITIAL:

INITIAL: INITIAL: INITIAL: INITIAL:

FAX

Date:

7-27-90

Number of pages including cover sheet:

3

To:

MAUREEN

TOOMEY

Phone:

Fax phone:

703-846-2164

From:

PAT WEBER

FOR LARRY MC GUIRE

STEWART TITLE

Phone:

Fax phone:

REMARKS:



Urgent



For your review



Reply ASAP



Please comment

COPY OF 8/15/90 DOCUMENT
INDICATING 1920 LEASE WAS
STILL "GOING" —

AS per CONVERSATION

8-15-90

RECORDING REQUESTED BY AND MADE TO
NAME SEYMOUR L. WATTS
STREET 3361-19 SAN MARINO
CITY SAN MARINO, CA 91103

90-1414433

ASSIGNMENT OF OIL AND GAS LEASE

FEE \$7 D
2

Seymour L. Watts, husband of Margaret C. Watts, herein called "Assignor", declares that:

Identity of Lease

WHEREAS, that certain Oil and Gas Lease duly recorded in Book 138, at page 118 of the Official Records of Los Angeles County, California was executed on May 13, 1920, by John R. Agee, Arthur L. Lewis, and Louisa M. Lewis as Lessors and the General Petroleum Corporation as Lessee covering seventy three acres of land at Santa Fe Springs, California;

Identity of First Assignment

WHEREAS, on or about December 1, 1922, by an instrument duly recorded (date unknown), in Book 80, 1459 at Page 367 of Official Records of Los Angeles County, California, Arthur L. Lewis and Louisa M. Lewis, husband and wife, did transfer and assign to J.L. Worthy, S.L. Watts, and B.F. Maxson, an undivided one-seventy third (1/73) interest in and to all oils, gas, or other hydrocarbon substances, royalties or moneys that may be due, owing to and payable to Lessors;

Assignment

NOW THEREFORE, for no consideration and in order to change formal title only, Seymour L. Watts transfers and assigns to Seymour L. Watts and Margaret C. Watts, as co-trustees of The Seymour L. Watts and Margaret C. Watts Revocable Trust, dated 7-20-90, 1990 as sole and separate property of Seymour L. Watts all of assignors right, title and interest in and to said Lease.

Acceptance of Assignment

We hereby accept the above and foregoing Assignment for Oil and Gas Lease and agree to perform fully and faithfully the terms of said lease therein described to be performed by the Lessee.

Dated: 7-20-90

Seymour L. Watts co-trustee
Seymour L. Watts, co-trustee

Margaret C. Watts co-trustee
Margaret C. Watts, co-trustee

EXEMPTION FROM PAYMENT OF TAXES
FOR THE FULL VALUE OF PROPERTY TRANSFERRED
ON COMPLETION OF THIS LEASE LIES WITH THE
ASSIGNOR'S HEIR AT THE TIME OF SALE.

Seymour L. Watts
Signature of Assignor or Agent Thereof, Full Name

Transfer effected
WITHOUT ANY
ANY CONSIDERATION

"This conveyance transfers the grantor's interest into his or her revocable living trust, R & T 11921."

State of California

County Of Orange

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA4 MIN. 3 A.M. AUG 15 1990
PAST.

On this 20th day of July, 1990, before me,
a notary public, personally appeared Seymour L. Watts and Margaret
C. Watts, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are subscribed
to this instrument, and acknowledged that they executed it.

Jacqueline J. Macdonald
Notary Public for the State of
California



ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is
attached reads as follows:

Name of Notary JACQUELINE J. MACDONALDDate Commission Expires 9-17-93Place of Execution of this Declaration LAGUNA HILLS, CADate 8-10-90

Jacqueline J. Macdonald
Signature (Print name if any)



Great American Bank

90-1414433

90-1414433

LAW OFFICES
ATKINSON AND GIBSON
A PROFESSIONAL CORPORATION

ROBERT E. ATKINSON
WILLIAM B. GIBSON

POST OFFICE BOX 92
13225 PHILADELPHIA STREET
WHITTIER, CALIFORNIA 90608
AREA CODE 562
TELEPHONES 698-7771 • 698-0191
FAX 693-3523

December 18, 1998

Maureen Toomey
c/o Mobil Foundation
MBRC-Global Real Estate
3225 Gallows Road
Fairfax, VA 22037-0001

Re: Ownership of Mineral Rights under the following described
real property: S½ of the N½ of the NE¼ of the SW¼
of Sec. 6, Township 3 S, R 11 W, S.B.M. located in the
City of Santa Fe Springs

Dear Maureen:

In accordance with your request I am sending you photo copies of various
documents I had in my files as well as the documents I received from John B. Agee the
purported owner of the mineral rights under the subject property:

1. Copy of the 1920 Lease between John R. and Winifred H. Agee
et al Lessors and General Petroleum Corporation Lessee;
2. Copy of the 1939 Lease between John R. and Winifred H. Agee et al
Lessors and Hathaway Company Lessee;
3. Copy of Amendment to Oil and Gas Lease dated December 19, 1956,
between John R. Agee et al Lessors and Hathaway Company Lessee;
4. Copy of the Trustee's third accounting of the John R. Agee, Sr.'s
Testamentary Trust;
5. Copies of miscellaneous correspondence from attorney Steven L.
Wanderer, who handled Winifred R. Agee's (the daughter of John
R. Agee and Winifred H. Agee) estate, to John B. Agee, the
nephew of Winifred and son of John R. Agee Jr.; and

Maureen Toomey
Re: Ownership of Mineral Rights
December 18, 1998
Page Two

6. A copy of my letter to Sally Agee returning her documents.

I have sent Larry McGuire all of the above documents plus an old preliminary title report from the Continental Land Title Company which I thought might be of some help.

Very truly yours,



ROBERT E. ATKINSON

REA:ag
Enclosures

LAW OFFICES
ATKINSON AND GIBSON
A PROFESSIONAL CORPORATION

ROBERT E. ATKINSON
WILLIAM B. GIBSON

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13225 PHILADELPHIA STREET
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FAX 693-3523

December 17, 1998

Larry McGuire
c/o Stewart Title of California, Inc.
505 N. Brand Boulevard, Suite 1200
Glendale, CA 91203

Re: Your Order No. 040034442
S½ of the N½ of the NE¼ of the SW¼
of Sec. 6, Township 3 S, R 11 W, S.B.M.
in the City of Santa Fe Springs

Dear Mr. McGuire:

In accordance with Maureen Toomey's request I am sending you photo copies of various documents I have in my files as well as the documents I received from "John B. Agee," who is the grandson of John R. Agee, Sr. and the son of John R. Agee, Jr., the purported owner of the mineral rights under the subject property:

1. Copy of the 1920 Lease between John R. and Winifred H. Agee et al Lessors and General Petroleum Corporation Lessee;
2. Copy of the 1939 Lease between John R. and Winifred H. Agee et al Lessors and Hathaway Company Lessee;
3. Copy of Amendment to Oil and Gas Lease dated December 19, 1956, between John R. Agee et al Lessors and Hathaway Company Lessee;
4. Copy of the Trustee's third accounting of the John R. Agee, Sr.'s Testamentary Trust;
5. Copies of miscellaneous correspondence from attorney Steven L. Wanderer, who handled Winifred R. Agee's (the daughter of John R. Agee and Winifred H. Agee) estate, to John B. Agee, the nephew of Winifred and son of John R. Agee Jr.; and

Larry McGuire
Re: Order No. 040034442
December 17, 1998
Page Two

6. A copy of my letter to Sally Agee returning her documents.

I am also enclosing from my files a photo copy of a Continental Land Title Company's Preliminary Title Report covering the subject real property.

Very truly yours,

ROBERT E. ATKINSON

REA:ag
cc: Maureen Toomey
Enclosures

LAW OFFICES
ATKINSON AND GIBSON
A PROFESSIONAL CORPORATION

ROBERT E. ATKINSON
WILLIAM B. GIBSON

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AREA CODE 562
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FAX 693-3523

December 16, 1998

Sally Agee
2304 Hillview
Kelso, WA 98626

Re: Sale of Mineral Rights located under a 10 acre Parcel of
Real Property in Santa Fe Springs, California, commonly
referred as the Jalk Lease.

Dear Mrs. Agee:

Enclosed please find the various documents you sent me regarding the above
referenced matter. I have forwarded copies to the Title Company for their review.

It would be very helpful if you could get a copy of Winifred's will from the
attorney, Stephen Wanderer. I know it's been a long time, however, it's possible he still
has the file in storage.

From my review of the documents I have reached the following conclusions:

1. John Agee, Sr.'s wife, Winifred, predeceased him and any interest she had
in their estate passed to her husband John Agee, Sr.?
2. John Agee Sr.'s Testamentary Trust distributed all royalty income
received from 100% of the mineral rights which were an asset of the John Agee, Sr.'s
Trust ("JA TR").
3. John Agee, Jr. (your husband's father) was the primary beneficiary of the
JA TR and received all of the JA TR income for life. In the event of John Agee Jr.'s
death the JA TR would terminate and the JA TR assets would be distributed to his sister,
Winifred Agee?
4. John Agee, Jr. predeceased his sister, Winifred Agee and upon his death
she received all of the JA TR assets and the JA TR was terminated?
5. Upon Winifred Agee's death she left her entire estate, which included the
subject mineral rights, to your husband?

Sally Agee
Re: Sale of Mineral Rights
December 16, 1998
Page Two

6. Winifred Agee's will was probated in the State of Washington but no ancillary probate proceeding were held in California?

Please advise me if any of my conclusions are not correct.

Very truly yours,

ROBERT E. ATKINSON

REA:ag
Enclosures
cc: Maureen Toomey, Mobil Oil
Larry McGuire, Stewart Title
of California, Inc.

13

LAW OFFICES
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A PROFESSIONAL CORPORATION

ROBERT E. ATKINSON
WILLIAM B. GIBSON

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FAX 693-3523

LETTER OF TRANSMITTAL

TO: Ms. Maureen Toomey
c/o Mobil Foundation
MBRC-Global Real Estate
3225 Gallows Road
Fairfax, VA 22037-0001

DATE: January 19, 1999

SUBJECT: John B. Agee's Mineral Rights

ENCLOSED PLEASE FIND: Copies of certified copies of the Last Will and Testament of Winifred R. Agee dated April 23, 1973 and Order Admitting Will to Probate, Adjudicating Solvency of Testate Estate, Appointing Administrator With Will Annexed, and Directing Administration Without Court Intervention dated August 21, 1985

- () FOR YOUR FILES
- () FOR YOUR INFORMATION
- (X) IN ACCORDANCE WITH YOUR REQUEST
- () PLEASE COMMENT
- () PLEASE SIGN AND RETURN
- () PLEASE TELEPHONE ME UPON RECEIPT
- () PLEASE HANDLE

ATKINSON AND GIBSON,
A PROFESSIONAL CORPORATION

By: Gerri Little
GERI LITTLE, Secretary to
ROBERT E. ATKINSON

RONALD MOORE (1897 - 1968)
JEROME WALSTEAD (1913 - 1961)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
D. L. DONALDSON
JOHN A. BARLOW
BARRY J. DAHL
STEPHEN L. WANDERER
C. C. BRIDGEWATER, JR.
CRAIG W. WESTON
W. JEFF DAVIS
NORMAN C. DICK
R. WAYNE TORNEBY, JR.

WALSTEAD, MERTSCHING, HUSEMOEN,
DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1549
LONGVIEW, WASHINGTON 98632

August 9, 1985

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 694-0608

Mr. N. L. Lilley
Vice President
Security Pacific National Bank
P.O. Box 712
Riverside, CA 92502

SENT TO YOU FOR YOUR INFORMATION

WALSTEAD, MERTSCHING, HUSEMOEN, DONALDSON & BARLOW

Re: Estate of Winifred R. Agee

Dear Mr. Lilley:

I am sending this letter to you as a result of a phone conversation with Mr. Reid Peterson of your bank. As I explained to Mr. Peterson, Winifred Agee executed a will, a copy of which is enclosed, in 1973 naming Security Pacific National Bank as Personal Representative and Trustee. Approximately three years ago she moved to the State of Washington and established her residence there. We desire to commence a probate in the State of Washington naming her nephew, John B. Agee, as executor. In order to expedite matters, we would like you to sign the Declination of Appointment as Personal Representative on behalf of Security Pacific National Bank.

On page 2 of the will, in paragraph 3, you will notice that upon the death of John R. Agee, the trust would terminate and the entire trust estate be distributable to his son, John B. Agee. John B. Agee informs us that his father died in 1977 or 1978 and we therefore felt it was unlikely that the bank would wish to be involved at all and is probably not authorized to serve as Personal Representative in the State of Washington.

Would you kindly sign the original Declination of Appointment as Personal Representative and return it to us in the enclosed envelope at your earliest convenience. If you need further information, please write or call.

Very truly yours,

Stephen L. Wanderer

SLW/ec
Enc.
cc: John B. Agee

55 PM '85

SUPERIOR COURT

COUNTY
RIGHT. CLERK

AUG 21 12 58 PM '85

Last Will and Testament

85 4 00134

CORNER COUNTY
BENTLEY BRIGHT, CLERK
BY WINIFRED

I, WINIFRED R. AGEE, presently residing at 26050 Lancaster

Drive, Sun City, County of Riverside, State of California, declare this to be my last will and testament, hereby expressly revoking any and all other wills and or codicils to wills previously made by me.

FIRST: I declare that I have never been married.

SECOND: It is my intention hereby to dispose of all of the property of my estate, real, personal and mixed, and wheresoever the same may be situated, that I have the right to dispose of by will, including any and all property over which I may have the power of appointment by will.

THIRD: I direct my executor, hereinafter named, or any person who is duly authorized to administer upon my estate, to pay the expenses of my last illness, funeral and burial, as soon as practicable after my death.

FOURTH: I give all of my household furniture and furnishings and personal effects, excluding any automobiles, to my nephew, John B. Agee. I desire, but do not direct, that he deliver certain of these items to the persons I indicate in a separate list which I will leave.

FIFTH: I give, devise and bequeath the residue of my estate, real, personal and mixed, and wheresoever the same may be situated, including all failed and lapsed gifts, to Security Pacific National Bank, a national banking association, IN TRUST, to hold, manage and distribute as hereinafter provided.

000262

1 A. DISTRIBUTION OF INCOME AND PRINCIPAL

2 (1) The entire net income from the trust shall be
3 accumulated. The Trustee shall from time to time pay to or apply
4 for the benefit of my brother, John R. Agee, and my nephew, John B.
5 Agee, as much of the net income and principal of the trust as the
6 Trustee, in the Trustee's discretion, deems appropriate for their
7 reasonable support, care, and maintenance, after taking into consi-
8 deration, to the extent the Trustee deems advisable, any other income
9 or resources of the beneficiaries known to the Trustee. In making
10 these payments the Trustee may pay more to or apply more for one
11 beneficiary than the other and make payments to or applications of
12 benefits for one to the exclusion of the other. Any net income not
13 distributed shall be accumulated and added to principal.

14 (2) Upon the death of either beneficiary, the Trustee
15 may pay from the trust estate any expenses for said beneficiary's
16 last illness and funeral.

17 (3) Upon the death of my brother, John R. Agee, the
18 trust shall terminate and the entire trust estate be distributable
19 to my nephew, John B. Agee. If my nephew, John B. Agee, fails to
20 survive the termination of the trust, then the trust estate shall
21 be distributed to the then surviving children of my nephew, equally.
22 If he predeceases me without surviving issue, then the trust estate
23 shall be distributed to his wife, Sally Agee.

24 (4) The interests of beneficiaries in principal or
25 income shall not be subject to claims of their creditors or others

1 nor to legal process, and may not be voluntarily or involuntarily
2 alienated or encumbered.

3 B. POWERS OF THE TRUSTEE

4 To carry out the purposes of this trust and subject to
5 any limitations stated elsewhere in this will, the Trustee is vested
6 with the following powers, in addition to those now or hereafter
7 conferred by law, affecting the trust and the trust estate:

8 (1) To manage, control, sell, convey, exchange,
9 partition, divide, subdivide, improve, repair; to grant options and
10 to sell upon deferred payments; to lease for terms within or extending
11 beyond the duration of this trust for any purpose including explora-
12 tion for and removal of gas, oil, or other minerals; to enter into
13 community oil leases.

14 (2) To retain property, including stock of the Trustee
15 Bank, and invest and reinvest as provided by law from time to time
16 existing investments in any common trust fund now or hereafter
17 established by the Trustee.

18 (3) To borrow; to place, replace, renew or extend
19 any encumbrance upon any real property; to institute, compromise
20 and defend actions and proceedings.

21 (4) To participate in voting trusts, pooling agreements,
22 foreclosures, reorganizations, consolidations, mergers, and liquida-
23 tions and in connection therewith, to deposit securities with and
24 transfer title and delegate discretions to any protective or other
25 committee as the Trustee may deem advisable.

1 (5) Upon any division or partial or final distribution
2 of the trust estate, to partition, allot and distribute the trust
3 estate in undivided interests or in kind, or partly in money or
4 partly in kind, at valuations determined by the Trustee, and to sell
5 such property as the Trustee may deem necessary to make division or
6 distribution.

7 (6) To determine what is principal or income of the
8 trust estate and apportion and allocate in its discretion receipts
9 and expenses as between these accounts. Except insofar as the
10 Trustee shall exercise this discretion, and except as otherwise
11 provided in this will, matters relating to the rights of beneficiaries
12 among themselves as to principal and income shall be governed by
13 the provisions of the Principal and Income Law from time to time
14 existing.

15 (7) The enumeration of certain powers of the Trustee
16 shall not limit its general powers, the Trustee, subject always to
17 the discharge of its fiduciary obligations, being vested with and
18 having all the rights, powers and privileges which an absolute owner
19 of the same property would have.

20 C. GENERAL PROVISIONS

21 (1) The Trustee shall receive a reasonable compensation
22 for its services hereunder.

23 (2) Income accrued or unpaid on trust property at
24 the date of my death shall, when received into the trust, be treated
25 as any other income. Income accrued or in the hands of the Trustee

1 for payment to an income beneficiary at the termination of his interest
2 or estate under this trust shall go to the beneficiaries entitled to
3 the next succeeding interest in the proportions in which they take
4 such interest. The Trustee shall not be required to prorate taxes
5 and other current expenses to the date of termination.

6 (3) Until the Trustee shall receive in its trust
7 department where this trust is being administered written notice of
8 any birth, marriage, death, or other event upon which the right to
9 payments from this trust may depend, the Trustee shall incur no
10 liability to persons whose interests may have been affected by that
11 event for disbursements made in good faith.

12 (4) The Trustee may apply payments for the benefit
13 of any beneficiary, or may make payments to any beneficiary under
14 disability to the guardian of the person of the beneficiary or to
15 the parent of the beneficiary, if a minor. Sums necessary for
16 support and education may be paid directly to minor beneficiaries
17 who, in the judgment of the Trustee, have attained sufficient age
18 and discretion to render it probable that the moneys will be properly
19 expended.

20 (5) The Trustee shall have the right to resign this
21 trusteeship at any time. Upon its resignation a successor shall be
22 appointed by a court of competent jurisdiction upon petition of the
23 resigning Trustee or of any person interested in the trust.

24 (6) The Trustee may pay out of principal or income,
25 or partially out of each in such shares as it may determine, property

1 taxes, assessments, charges, attorneys' fees, the Trustee's compensa-
2 tion and other expenses incurred in the administration or protection
3 of this trust. This discretion may be exercised not only in the
4 interest of the trust estate but for the benefit of any beneficiary.
5 The income remaining after such expenditures as the Trustee shall
6 elect to pay therefrom shall constitute net income.

7 SIXTH: I purposely make no provision for any other person
8 whether claiming to be an heir of mine or not. If any beneficiary
9 under this will shall contest this will or object to any of the pro-
10 visions thereof, I give to such person so contesting or so objecting
11 the sum of one (1) dollar, and no more, said sum of one (1) dollar
12 to be in lieu of the provision I have made herein for such person so
13 contesting or objecting.

14 SEVENTH: Except as I have otherwise expressly provided in
15 connection with any taxable transfer which I may have made in my life-
16 time, I direct that all estate and inheritance taxes occasioned or
17 payable by reason of my death, whether attributable to properties
18 subject to probate administration or to outside transfers, shall be
19 paid out of the residue of my estate disposed of by this will as an
20 expense of administration and without apportionment, deduction or
21 reimbursement therefor, and without adjustment among the residuary
22 beneficiaries.

23 EIGHTH: I hereby nominate and appoint Security Pacific
24 National Bank, a national banking association, executor hereof. I
25 authorize my executor to sell, lease or encumber by mortgage, deed

1 of trust, or otherwise, the whole or any part of my estate, with or
2 without notice.

3 IN WITNESS WHEREOF, I have hereunto set my hand and seal
4 this 23rd day of April, 1973.

5
6 Winifred R. Agee (SEAL)
7

8 The foregoing instrument, consisting of seven pages, including
9 this page, was on the date which it bears signed, sealed, published and
10 declared by the said WINIFRED R. AGEE to be her last will and testament
11 in the presence of us who, at her request and in her presence, and in
12 the presence of each other, have subscribed our names as witnesses
13 thereto.

14
15 Thomas J. Carpenter
16 Residing at Riverside, Ca.

17
18 Ellen Taherty
19 Residing at Hemet, Ca.

20
21
22
23 I TERI A. NIELSEN, Clerk of the
Superior Court of Cowlitz County,
State of Washington, hereby certify
that this instrument is a true and
correct copy of the original on file
in my office. DEC 29 1978

24 TERI A. NIELSEN, CLERK
By Karen J. Urwin Deput.
DEC 29 1978

FILED
SUPERIOR COURT

AUG 21 1 31 PM '85

COWLITZ COUNTY
BEVERLY BRIGHT, CLERK
BY *[Signature]*

SUPERIOR COURT OF WASHINGTON FOR COWLITZ COUNTY

1	Estate of)	PROBATE NO	85 4 00134 4
2)		
3)	ORDER ADMITTING WILL TO	
4	WINIFRED R. AGEE,)	PROBATE, ADJUDICATING SOLVENCY	
5)	OF TESTATE ESTATE, APPOINTING	
6)	ADMINISTRATOR WITH WILL	
7)	ANNEXED, AND DIRECTING	
8)	ADMINISTRATION WITHOUT COURT	
9	Deceased.)	INTERVENTION	

10
11 A PETITION praying that a certain document dated April 23,
12 1973, and filed in this Court on August 21, 1985, purporting
13 to be the Last Will and Testament of the Decedent be admitted to
14 probate, that the Petitioner be confirmed as Administrator with
15 Will Annexed, and for an Order of Solvency, having come on for
16 hearing and evidence having been received, the Court finds:

- 17 1. The facts set out in the Petition are true.
- 18 2. The Decedent died a resident of Cowlitz County,
19 Washington leaving property and estate subject to probate.
- 20 3. Said document was executed at a time when the
21 Decedent was of legal age, sound mind, and not acting under
22 duress, menace, fraud or undue influence, and the document
23 was declared by Decedent to be her Last Will and Testament
24 before two competent witnesses, who attested the document in
25 the Decedent's presence and in the presence of each other at

000269

1 her request.

2 4. The assets of the estate exceed its liabilities,
3 and the estate is fully solvent.

4 5. The Personal Representative appointed in the Last
5 Will and Testament of the decedent is not qualified to serve
6 as Personal Representative in the State of Washington and
7 has filed its Declination to Serve as such Personal
8 Representative.

9 6. John B. Agee is not a creditor of the estate, is
10 qualified and is entitled to Letters of Administration with
11 Will Annexed, and the decedent's estate is, in accordance
12 with the laws of the State of Washington, entitled to be
13 administered without Court intervention,
14 and the Court being fully advised in the premises thereof, now,
15 therefore,

16 IT IS HEREBY ORDERED as follows:

17 1. The offered Will is hereby admitted to probate as
18 the Will of the Decedent and JOHN B. AGEE is confirmed as
19 Administrator with Will Annexed to serve without bond upon
20 filing an Oath.

21 2. That the estate of the above-named Decedent is
22 declared to be handled in accordance with the laws of this
23 state pertaining to settlement of estates without
24 intervention of Court.

25 3. JOHN B. AGEE, as Personal Representative of said

1 estate, is hereby authorized without further order of this
2 Court to transmit to Transfer Agents for transfer and to
3 Registrars for change of registration and to have
4 transferred and to have registered and to convey and/or
5 distribute or sell any and all stocks and bonds standing in
6 the name of the Decedent; and from and after the making of
7 this Order said Personal Representative shall have the power
8 to transfer any and all of the real and personal property of
9 the above-named Decedent without further order of this
10 Court.

11 4. That this Order is entered by virtue of the power
12 conferred in Chapter 11.68 of the Revised Code of
13 Washington.

14 DONE IN OPEN COURT on Aug 21, 1985.

15 Don McEldred
16 J U D G E

17 Presented by:

18
19 Stephen L. Wanderer
20 STEPHEN L. WANDERER
21 Of Attorneys for Personal Representative

22 I TERI A. NIELSEN, Clerk of the
23 Superior Court of Cowlitz County,
24 State of Washington, hereby certify
25 that this instrument is a true and
correct copy of the original on file
in my office. DEC 29 1988
TERI A. NIELSEN, CLERK
By [Signature], Deputy

FILED
SUPERIOR COURT

AUG 21 1 31 PM '85

COWLITZ COUNTY
BEVERLY B. BRIGHT, CLERK
BY *[Signature]*

SUPERIOR COURT OF WASHINGTON FOR COWLITZ COUNTY

ESTATE OF

WINIFRED R. AGEE,

Deceased.)

PROBATE NO. 85 4 00134 -4

O A T H

STATE OF WASHINGTON)

County of Cowlitz)

SS.

I, JOHN B. AGEE, being first duly sworn on oath, depose and say: I am the person who has been appointed Personal Representative of the Estate of Winifred R. Agee, deceased, and I solemnly swear that I will faithfully perform according to law, the duties of my trust as such Personal Representative, SO HELP ME GOD.

[Signature]
JOHN B. AGEE

SUBSCRIBED AND SWORN to before me on this 20 day of

August, 1985.

I TERI A. NIELSEN, Clerk of the Superior Court of Cowlitz County, State of Washington, hereby certify that this instrument is a true and correct copy of the original on file in my office. DEC 29 1998

TERI A. NIELSEN, CLERK

By *[Signature]*, Deput

Roxana C. Spindle
Notary Public in and for the State of Washington, residing at: Kelso

000268

Walstead, Mertsching, Husemoen
Donaldson & Barlow
1000 - 12th Ave. - P.O. Box 1549
Longview, Washington 98632
(206) 423-5220

EMOMG 00475

RONALD MOORE (1897 - 1988)
JEROME WALSTEAD (1913 - 1981)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
D. L. DONALDSON
JOHN A. BARLOW
BARRY J. DAHL
STEPHEN L. WANDERER
C. C. BRIDGEWATER, JR.
CRAIG W. WESTON
W. JEFF DAVIS
NORMAN C. DICK
R. WAYNE TORNEBY, JR.

WALSTEAD, MERTSCHING, HUSEMOEN,
DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1549
LONGVIEW, WASHINGTON 98632

August 9, 1985

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 694-0606

SENT TO YOU TO OBTAIN INFORMATION

Mr. Bruce M. Wallis
Attorney at Law
25388 San Jacinto Street
Hemet, CA 92343

WA:

Re: Winifred Agee Estate

Dear Mr. Wallis:

Pursuant to our phone conversation of August 8, 1985, I am writing to request that you mail the original will of Winifred R. Agee (executed April 23, 1973) to me in order to commence a probate of her estate in the State of Washington. As I mentioned over the phone, she established her residence in the State of Washington approximately three years ago and died July 26, 1985.

I represent John B. Agee, the nephew of Winifred R. Agee, who was mentioned as the ultimate recipient of Winifred's estate under Section A, paragraph 3, on page 2 of the will. He informs me that his father has died and that he is the only close relative of Winifred Agee, she having no children. I also enclose a copy of my letter to Security Pacific National Bank in which I have requested that they decline to serve as Personal Representative. Additionally, I have enclosed two documents entitled "Testimony of Attesting Witness in Proof of Will" that I hope may be signed by people still in your office. One is for the signature of Thomas M. Carpenter and the other for the signature of Ellen Doherty. If you can obtain these signatures, I would very much appreciate your returning these affidavits along with the original will in the self-addressed envelope I have included.

Since my conversation with you over the phone, a new question has developed. Winifred Agee was apparently the owner of some oil and gas mineral interests in the State of California. My understanding is that she receives approximately \$500 per month paid quarterly in the way of royalty checks. I have enclosed for your review a copy of a Trustee's Deed along with a letter from

Mr. Bruce M. Wallis
August 9, 1985
Page 2

Wells Fargo Bank dated January 31, 1978, wherein she obtained this interest. It apparently had been held in trust by Wells Fargo Bank and then distributed to her upon termination of the trust.

Could you please advise me whether or not a California ancillary probate will be necessary to transfer this interest to her nephew, John B. Agee. If there are alternative methods for transferring this property to John Agee, I would appreciate hearing them along with your recommendation as to the best and most economical approach for my client, John Agee. Please include your estimate of fees and costs if your office were to handle the matter.

Very truly yours,

Stephen L. Wanderer

SLW/ec
Enc.
~~cc:~~ John B. Agee

RONALD MOORE (1897 - 1968)
JEROME WALSTEAD (1913 - 1981)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
D. L. DONALDSON
JOHN A. BARLOW
BARRY J. DAHL
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DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1549
LONGVIEW, WASHINGTON 98632

January 2, 1987

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 694-0606

Mr. John Agee

FX-6 Personal Privacy

Re: Agee Estate

Dear Mr. Agee:

Please find enclosed a royalty check to Winifred Agee and a copy of a letter I just received in response to my letter of December 16, 1986, to Pyramid Oil. It does not look like they will help transfer title to these oil holdings, but they will send you the check in the future if we provide them with your current mailing address and Social Security number. I have therefore sent them your address at FX-6 Personal Privacy and what I believe to be your Social Security number: FX-6 Personal Privacy. Please let me know immediately if either of these are incorrect.

To finally resolve this matter, I still believe you need to have a probate in California. Please make an appointment with my secretary in the next week or two so that we can discuss the steps necessary to get this matter finalized.

Very truly yours,

Stephen L. Wanderer

Stephen L. Wanderer

SLW/ec
Enc.

RONALD MOORE (1897 - 1988)
JEROME WALSTEAD (1913 - 1981)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
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WALSTEAD, MERTSCHING, HUSEMOEN,
DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1549
LONGVIEW, WASHINGTON 98632

January 2, 1987

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 694-0606

Ms. W. Dean Diendorf
Hathaway Company
P.O. Box 3266
Santa Fe Springs, CA 90670

Re: Miss Winifred R. Agee/Royalties from Pyramid Oil Company

Dear Ms. Diendorf:

Please find enclosed a photocopy of your recent letter to me along with photocopies of two questionnaires from the Pyramid Oil Company, which I believe led to your letter of December 24, 1986. John B. Agee's mailing address is as follows:

John B. Agee
FX-6 Personal Privacy

His Social Security number is FX-6 Personal Privacy

It is unclear to me from your letter of December 24 whether or not you will be mailing future royalty checks to John B. Agee in his name or merely sending to John B. Agee at his address checks made payable to Winifred R. Agee. I am trying to determine the simplest way to make a permanent change of ownership without the necessity of a California probate. Once you have made whatever changes you were talking about in your letter of December 24, will John B. Agee be in a position to sell these interests if he chose to do so?

Thank you for your assistance in this matter.

Very truly yours,

Stephen L. Wanderer

SLW/ec
Enc.

RONALD MOORE (1897 - 1968)
JEROME WALSTEAD (1913 - 1981)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
D. L. DONALDSON
JOHN A. BARLOW
BARRY J. DAHL
STEPHEN L. WANDERER
C. G. BRIDGEWATER, JR.
CRAIG W. WESTON
NORMAN C. DICK
R. WAYNE TORNEBY, JR.

WALSTEAD, MERTSCHING, HUSEMOEN,
DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1549
LONGVIEW, WASHINGTON 98632

December 16, 1986

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 694-0806

Mr. John Agee
FX-6 Personal Privacy

Re: Winifred Agee Estate

Dear Mr. Agee:

Please find enclosed a photocopy of a letter I just sent to Pyramid Oil Company. I am hoping there may be some short cut to having that property transferred to you without going through the California probate. However, I doubt that fact since the California attorneys we contacted all indicated a probate was necessary.

I think it would be a good idea if we had a meeting in early January to discuss what must be done to finish this estate. It is in your best interest to have this state and any California probate (if necessary) completed as soon as possible. The longer the estate remains open the more expensive the administration of the estate becomes and the more likely that there will be additional tax problems or other complications in the future. Would you please call my secretary for an appointment in the first week or so of January so that we can discuss this matter in some detail.

Very truly yours,

Stephen L. Wanderer

Stephen L. Wanderer

SLW/ec
Enc.

RONALD MOORE (1897 - 1988)
JEROME WALSTEAD (1913 - 1981)

CHARLES T. MERTSCHING
ODINE H. HUSEMOEN
D. L. DONALDSON
JOHN A. BARLOW
BARRY J. DAHL
STEPHEN L. WANDERER
C. C. BRIDGEWATER, JR.
CRAIG W. WESTON
NORMAN C. DICK
R. WAYNE TORNEBY, JR.

WALSTEAD, MERTSCHING, HUSEMOEN,
DONALDSON & BARLOW

ATTORNEYS AT LAW
1000 TWELFTH AVENUE • SUITE 2
P.O. BOX 1548
LONGVIEW, WASHINGTON 98832
December 16, 1986

TELEPHONE
LONGVIEW OFFICE
(206) 423-5220
VANCOUVER OFFICE
(206) 684-0808

Pyramid Oil Company
P.O. Box 3225
Santa Fe Springs, CA 97670

Attention: Leroy W. Wirz, President

Dear Mr. Wirz:

Please find enclosed photocopies of two form letters sent to Winifred R. Agee concerning percentage ownership of certain property. Please be advised that Winifred R. Agee died July 26, 1985, and her estate is in probate in the State of Washington. I have also enclosed a photocopy of the death certificate and the Letters Testamentary naming John Agee as her personal representative.

John Agee, the personal representative, is also the sole beneficiary under the Last Will and Testament of the deceased, and will be awarded all property of Winifred Agee by the Washington court. Could you please inform me what steps will be necessary in order to have your records reflect the ownership interest in these properties as being in John Agee.

Thank you for your assistance in this matter.

Very truly yours,

Stephen L. Wanderer

SLW/ec
Enc.

~~cc: Mr. John Agee~~

COPY

EDWARD ALTON
LAWYER
802 UNITED CALIFORNIA BANK BLDG.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
TEL. 271-1106—272-1977

Lawyer for Petitioner

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In the Matter of the Estate of

No. P 423-716

JOHN R. AGEE,

Deceased.

THIRD ACCOUNT CURRENT AND REPORT OF TRUSTEE
AND PETITION FOR APPROVAL THEREOF, AND FOR
FEES TO TRUSTEE AND ITS ATTORNEY

The petition of Beverly Hills National Bank shows that:

Your petitioner, as Trustee under Order Settling First and Final Account and For Distribution Under Will dated April 11, 1961, herewith presents its Third Account Current and Report of Trustee, setting forth in detail its acts and accounts for a two-year period, from March 31, 1964 to March 31, 1966.

During the two-year period covered by the account the trustee has managed and administered the Trust Estate, making collections of income and/or principal, investing such sums as were available for investment, retaining and/or disposing of properties and investments, allocating gains, profits, dividends or income to income and/or principal accounts, making distribution of the net income and/or corpus of the Trust Estate to the beneficiary, and exercising its powers and discretion as such trustee, all in accordance with the terms of the Trust as set forth in the said Order Settling First and Final Account and For Distribution Under Will dated April 11, 1961, made herein.

The details of all acts of the trustee and of these transactions are as set forth in the enclosed account. The account also sets forth the securities and properties of which the Trust Estate now consists, said securities and/or properties as received by the trustee are shown therein. The only capital change which took place during the accounting period was the deposit on January 7, 1966 of

1.

EDWARD ALTON
LAWYER
502 UNITED CALIFORNIA BANK BLDG.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
TEL. 271-1106-272-1977

1 available principal cash in the existing Savings Account in Beverly Hills National
2 Bank.

3 Where disbursements, if any, to beneficiary and/or in connection with the
4 administration of the Trust are shown in said account, and are not mandatory under
5 the terms of said Decree or Order, the same have been duly made pursuant to the
6 exercise of discretionary powers conferred upon the trustee by law or in said
7 Decree or Order and in accordance with the conditions and limitations, if any,
8 therein provided.

9 Trustee also prepared and filed both Federal and State Fiduciary Income
10 Tax Returns for the fiscal years ending August 31, 1964 and August 31, 1965.

11 Order Settling First and Final Account and For Distribution Under Will
12 dated April 11, 1961 provides, in connection with the trust, in part, as follows:

13 "The net income received therefrom, commencing as of the date hereof,
14 shall be distributed in monthly or other convenient installments to or for the
15 benefit of JOHN R. AGEE, JR., son of decedent, during the lifetime of said John R.
16 Agee, Jr.. Upon the death of John R. Agee, Jr., such estate shall be forthwith
17 transferred and delivered, discharged of this trust, to WINIFRED R. AGEE, daughter
18 of decedent. If Winifred R. Agee fails to survive distribution, then such estate
19 shall continue in Trust and the net income thereafter shall be distributed in
20 monthly or other convenient installments to or for the use and benefit of JOHN
21 BLACKBURN AGEE, grandson of decedent, until he shall have obtained the age of
22 thirty years, at which time this Trust shall terminate and be distributed to John
23 Blackburn Agee. If John Blackburn Agee fails to survive distribution, then such
24 estate shall go to the then lawful, living issue of the body of John Blackburn Agee.
25 If there be no such issue, then such estate shall be distributed to the heirs at
26 law of the decedent, John R. Agee, in accordance with the statutes of succession
27 of California then in force and relating to the succession of separate estate.

28 "If the trustee deems the net income payable hereunder not sufficient to
29 provide for the proper support, maintenance, comfort, education and recreation of
30 the beneficiary entitled thereto, taking into consideration other income or finan-
31 cial resources of such beneficiary so far as known to the trustee, it may, as often
32 as it deems necessary, pay to or apply for the use and benefit of the said benefi-

2.

EDWARD ALTON
LAWYER
502 UNITED CALIFORNIA BANK BLDG.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
TEL 271-1106-272-1977

1 ciary such additional part, up to and including the whole thereof, of the principal
2 of the Trust Estate as the trustee, in its sole and absolute discretion, believes
3 will be in the best interests of and will tend to promote the welfare of the said
4 beneficiary.

5 "The trustee shall manage the Trust Estate and may sell, lease for terms
6 either within or beyond the duration of the Trust, loan, re-loan, invest and rein-
7 vest the Trust Estate, or any part thereof, in any kind of property which men of
8 prudence, discretion and intelligence acquire for their own account, specifically
9 including, but not by way of limitation, corporate obligations of every kind and
10 preferred or common stocks.

11 "WINIFRED R. AGEE is hereby appointed Consultant for the purposes stated
12 below. Before the trustee may sell or otherwise dispose of trust property or in-
13 vest trust funds, it shall notify the Consultant in writing, delivering to her or
14 mailed to her address last on file with the trustee, requesting her approval of the
15 action proposed by the trustee. If the Consultant files with the trustee her writ-
16 ten disapproval, the trustee shall not take the proposed action. If the trustee
17 shall not receive the Consultant's written approval or disapproval within ten days
18 after such delivery or mailing, the trustee shall be free to act regarding the
19 proposed action in such manner as it shall deem advisable. In the event of the
20 death, legally declared disability or resignation of the Consultant, then the fore-
21 going provisions shall become inoperative."

22 The accounts hereto attached show compliance therewith.

23 The beneficiaries of said trust, all of whom are adults, are as follows:

- 24 1. John R. Agee, Jr., son of decedent - FX-6 Personal Privacy
25 2. Winifred R. Agee, daughter of decedent - FX-6 Personal Privacy
26 3. John Blackburn Agee, grandson of decedent - FX-6 Personal Privacy
27

28 Beverly Hills National Bank, as trustee, is entitled to compensation for
29 its services rendered during the period covered by this account, during which
30 period petitioner has performed services and discharged its duties as trustee, as
31 set forth in this report and in the exhibits attached hereto. A reasonable com-
32 pensation for the trustee for the period from March 31, 1964 to and including

3.

EDWARD ALTON
LAWYER
502 UNITED CALIFORNIA BANK BLDG.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
TEL 371-1106-272-1977

1 March 31, 1966 is the sum of \$150.00. Your petitioner believes and alleges that
2 considering the time covered by this accounting, the work performed, including
3 preparation of Federal and State income tax returns for the period ended August 31,
4 1964 and for the period ended August 31, 1965, and the value of the trust estate
5 and the responsibilities assumed, and the results achieved, that said sum is rea-
6 sonable compensation to it. Petitioner's account shows payment on account thereof
7 of \$112.50, leaving a balance of \$37.50.

8 The assets of the Trust are valued as follows:

	<u>3/31/64</u>	<u>3/31/65</u>	<u>3/31/66</u>
10 Oil Interests	\$ 13,910.00	\$ 13,910.00	\$ 13,910.00
11 Savings Account	509.44	509.44	693.74
12 Principal Cash	<u>59.57</u>	<u>184.30</u>	<u>0</u>
13 Totals -	\$ 14,479.01	\$ 14,603.74	\$ 14,603.74

14 Which gives a fair re-evaluated average total of \$14,562.16.

15 Said re-evaluated total value of the assets held in the above Trust Es-
16 tate is based upon information obtained by the trustee and contained in its files.

17 Edward Alton, as attorney for the Trust Estate and your petitioner, as
18 trustee, has, during the period covered by this account, advised with the trustee
19 regarding the administration of the trust and rendered services in the filing of
20 this petition, and will be required to render services in connection with the hear-
21 ing in Court. A reasonable fee for the services rendered by Edward Alton, as
22 attorney, during the period covered by the said account, including the filing of
23 this petition and the hearing in Court, is the sum of \$75.00.

24 Under Section 730.15 of the Civil Code of the State of California, it is
25 provided, in part, as follows:

26 "Attorney's fees for ordinary or current services, and trustee's compen-
27 sation for both ordinary and extraordinary services, shall be paid one-half out of
28 income, one-half out of principal, or in such other proportion as the Court may
29 direct. Your petitioner hereby requests that all the trustee's compensation and
30 attorney's fees be paid out of income.

31 WHEREFORE, petitioner prays that:

32 1. Notice of hearing hereof be given as required by law;

4.

EDWARD ALTON
LAWYER
502 UNITED CALIFORNIA BANK BLDG.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA
TEL. 271-1106 - 278-1977

2. This, its Third Account Current and Report of Trustee and Petition For Approval Thereof, and For Fees to Trustee and Its Attorney, be in all respects confirmed, approved, allowed and settled as rendered and reported;

3. The sum of \$37.50 be allowed to Beverly Hills National Bank as the balance of its fees as trustee herein;

4. The trustee be directed to pay to Edward Alton the sum of \$75.00 for services rendered by him as herein set forth;

5. The trustee be authorized to pay all said trustee's compensation and attorney's fees out of income;

6. Such other and further orders be made as may be just.

Dated: June 1, 1966.

BEVERLY HILLS NATIONAL BANK

By Velma L. Welch
Velma L. Welch, Assistant Trust Officer

Petitioner

Edward Alton
Edward Alton, Lawyer for Petitioner.

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RECAPITULATION

THIRD ACCOUNT CURRENT

Period March 31, 1964 to March 31, 1966

Property on Hand per Second Account Current:

Income Cash	\$ 57.34	
Principal Cash	2.23	
Capital Assets	<u>14,419.44</u>	\$ 14,479.01

Income Receipts		
Schedule A-1, Page 1		2,252.56

Principal Receipts		
Schedule B-1, Page 3		<u>182.07</u>
		<u>\$ 16,913.64</u>

Income Disbursements		
Schedule A-2, Page 2		2,301.72

Principal Disbursements (Less Capital Items)		-0-
Schedule B-2, Page 3		

Property on Hand March 31, 1966		
Schedule C, Pages 3, 4 & 5		
Income Cash	8.18	
Principal Cash	-0-	
Capital Assets	<u>14,603.74</u>	<u>14,611.92</u>
		<u>\$ 16,913.64</u>

T/U/W OF JOHN R. AGEE, DECEASED

SCHEDULE A-1
Receipts (Income)

1			
2			
3			
4		Oil Royalties on Jalk Lease	
5	4/2/64	\$ 88.27	
6	5/4/64	114.11	
7	6/1/64	95.60	
8	7/2/64	88.26	
9	8/4/64	109.46	
10	9/2/64	92.91	
11	10/1/64	92.01	
12	12/3/64	196.64	
13	7/6/65	18.15	
14	2/4/65	126.80	
15	3/3/65	92.71	
16	4/1/65	91.50	
17	6/1/65	114.58	
18	7/1/65	101.62	
19	8/3/65	82.40	
20	9/1/65	121.98	
21	10/1/65	94.32	
22	11/1/65	115.95	
23	12/2/65	90.45	
24	1/4/66	89.45	
25	2/3/66	79.07	
26	3/2/66	<u>89.57</u>	\$ 2,185.81
27			
28		Oil, Gas & Hydro-Carbon	
29		Royalties on Lease	
30	2/4/65		28.52
31			
32		INTEREST COLLECTED:	
33			
34		Beverly Hills National Bank	
35		Savings Account	
36	4/10/64	4.47	
37	7/3/64	4.46	
38	10/8/64	4.45	
39	12/30/64	4.46	
40	3/31/65	5.09	
41	7/1/65	5.10	
42	10/5/65	5.10	
43	12/30/65	<u>5.10</u>	38.23
44			<u>\$ 2,252.56</u>
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SCHEDULE A-2
Disbursements (Income)

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3				
4		Distribution to John R. Agee, Jr.		
5	4/2/64		\$ 100.00	
6	5/4/64		100.00	
7	6/1/64		50.00	
8	7/2/64		50.00	
9	8/3/64		100.00	
10	9/3/64		100.00	
11	10/2/64		100.00	
12	12/3/64		100.00	
13	12/31/64		100.00	
14	2/3/65		100.00	
15	3/3/65		100.00	
16	4/1/65		100.00	
17	6/1/65		100.00	
18	7/1/65		100.00	
19	8/3/65		100.00	
20	9/8/65		100.00	
21	10/1/65		100.00	
22	11/3/65		100.00	
23	12/3/65		100.00	
24	1/5/66		100.00	
25	2/3/66		100.00	
26	3/2/66		85.00	\$ 2,085.00
27				
28		Beverly Hills National Bank		
29	6/12/64	Balance of Trustee's Fees Per		
30		Court Order Settling Second		
31		Account Current	27.97	
32				
33		On Account of Trustee's Fees		
34	10/5/64		37.50	
35	4/26/65		37.50	
36	11/18/65		37.50	140.47
37				
38		Edward Alton		
39	6/12/64	Attorney's Fees Per Court Order		
40		Settling Second Account Current	75.00	
41		Certified Copy of Court Order	1.25	76.25
42				\$ 2,301.72
43				
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SCHEDULE B-1
Receipts (Principal)

Oil Royalties on Jalk Lease
3/11/65 \$ 182.07
\$ 182.07

SCHEDULE B-2
Disbursements (Principal)

1/7/66 Deposit to Savings Account
With Beverly Hills National Bank \$ 184.30*
184.30
*Less Capital Items 184.30
- 0 -

SCHEDULE C
Property on Hand March 31, 1964

An undivided one half interest in and to the following:

1. All of the remaining right, title and interest owned decedent in and to: The sub-surface rights of the real property in the County of Los Angeles described as: The S.1/2 of the N.1/2 of the NE. 1/4 of the SW.1/4 of Section 6, Township 3 S., Range 11 W. S.B.M., containing 10 acres.
(Decedent conveyed to others, during his lifetime, 2 acres of the original 10 acres he held.
His interest in the above, therefore, was an 8/10 interest in the sub-surface of the above real property 50.00
2. Interest in Leases and Royalties pertaining to 73 acres of real property, of which Item No. 1 above is a portion:
(a) All right, title and interest owned, possessed or held by John R. Agee in and to the following described property, and particularly but without limiting the whole interest thereof, an undivided 8/73rd interest in and to

T/U/W of JOHN R. AGEE, DECEASED

SCHEDULE C
(Continued)

1	all oils, gases and other hydro-	
2	carbon substances, royalties or	
3	monies that may be due, owing	
4	and payable to said deceased,	
5	John R. Agee, under and by vir-	
6	tue of that certain lease exe-	
7	cuted by John R. Agee and others,	
8	as Lessors, and General Petroleum	
9	Corp. as Lessee, recorded in Book	
10	138, page 118, Official Records	
11	of Los Angeles County, California;	
12	(b) Also an undivided 8/73rds interest	
13	in and to all oils, gases and	
14	other hydro-carbon substances	
15	royalties or monies that may be	
16	due and payable to the Lessors	
17	under and by virtue of that cer-	
18	tain Lease executed by John R. Agee	
19	and others, as Lessors, and Hatha-	
20	way Company, a corporation, as	
21	Lessee, dated May 13, 1920;	
22	(c) Also an undivided 8/73rds interest	
23	in and to all oils, gases and	
24	other hydro-carbon substances	
25	royalties or monies that may be	
26	due and payable to the Lessors	
27	under and by virtue of that cer-	
28	tain Lease executed by John R. Agee	
29	and others, and Hathaway Company, a	
30	corporation, as Lessee, dated Dec-	
31	ember 19, 1956	13,500.00
32	3. All right, title and interest	
	retained in and to the following	
	described property (after con-	
	veyance of 2 acres) and particu-	
	larly without limiting the whole	
	interest thereof, an undivided 12%	
	of 2/73 interest in and to:	
	All oils, gases and other hydro-	
	carbon substances, royalties or	
	monies under the Leases referred	
	to in Items Nos. 2 (a), 2(b) and	
	2(c) above.	360.00
	T/U/W OF JOHN R. AGEE, DECEASED	

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SCHEDULE C
(Continued)

Savings Account with Beverly Hills National Bank			\$ 693.74
			<u>\$14,603.74</u>
Cash:			
Income		8.18	
Principal		<u>-0-</u>	
			<u>8.18</u>
			<u>\$14,611.92</u>

T/U/W OF JOHN R. AGEE, DECEASED

(VERIFICATION — 446, 2015.5 C. C. P.)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

I am the Assistant Trust Officer of Beverly Hills National Bank, petitioner

in the above entitled action; I have read the foregoing THIRD ACCOUNT CURRENT AND REPORT OF TRUSTEE
AND PETITION FOR APPROVAL THEREOF, AND FOR FEES TO TRUSTEE AND ITS ATTORNEY,

and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are
therein stated upon my information or belief, and as to those matters I believe it to be true; that each item of ex-
penditure set forth in said account was actually paid at the time and place and
to the persons therein stated, and the same contains a full and true statement
of all charges against said petitioner and all credits it is entitled to herein.

I certify ~~under penalty of perjury~~ under penalty of perjury,* that the foregoing is true and correct.

Executed on June 1, 1966 at Beverly Hills, California
(date) (place)

Velma L. Welch
Signature

Velma L. Welch

(PROOF OF SERVICE BY MAIL — 1013a, 2015.5 C. C. P.)

STATE OF CALIFORNIA }
COUNTY OF } ss.

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party
to the within above entitled action; my business address is: residence

On the _____, 19____, I served the within _____

on the _____ in said action, by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, in the United States post office mail box at _____
addressed as follows:

I certify (or declare), under penalty of perjury,* that the foregoing is true and correct.

Executed on _____ at _____, California
(date) (place)

Signature

Pooling Agreement 5/13/26
OK 1489, P 317 (73 ac orig)
~~late~~

① oil & Gas Lease 5/13/20

- Falks as Lessors
- Gen Pet as Lessee

② oil & Gas Lease 11/20/39

- Falks as Lessors
- Kottaway as Lessee

③ Lease Conveying Surface 8/16/22
to Gen Petroleum
(Reserving Minerals)

④ Oil & Gas Lease 5/7/41

⑤ Oil & Gas Lease 12/19/56

12/19/56

Sandy - Pages
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4330251

* Mark Bingham 303-892-9400
Davis, Gregory Stubb

MOBIL FOUNDATION

MBRC - GLOBAL REAL ESTATE
3225 Gallows Road
Fairfax, VA 22037-0001
PHONE: 703-846-2244
FAX: 703-846-2164

*** FACSIMILE TRANSMITTAL ***

DATE: 2/9/99
TO: Larry Maguire
COMPANY/LOCATION: Stewart Title, Glendale
FAX NO: 818-552-3645
CONFIRMING PHONE NO: 818-502-2700
NUMBER OF ORIGINALS (INCLUDING COVER): 6 + C

FROM: Maureen Toomey, Assistant Property Manager
TELEPHONE NO.: 703/846-2244 (Big Mat 466-2244)

REMARKS: please review attached proposal
from Petre to do mineral title work
on Santa Fe Spring property. My manager,
Jay Chene and I would like to discuss
this proposal with you early this afternoon,
our time, if you are available - particularly
item #5, is does better and Phase I & II
is Exhibit A.

Maureen -

This is the release.

MOBIL FOUNDATION

MBRC - GLOBAL REAL ESTATE
3225 Gallows Road
Fairfax, VA 22037-0001
PHONE: 703-846-2244
FAX: 703-846-2164

*** FACSIMILE TRANSMITTAL ***

DATE: 7-20-99
TO: Mary Doria & Larry Maguire
COMPANY/LOCATION: Stewart Title - Glendale
FAX NO: 818-546-1374
CONFIRMING PHONE NO: 818-546-3961
NUMBER OF ORIGINALS (INCLUDING COVER): 6+1

FROM: Maureen Toomey, Assistant Property Manager
TELEPHONE NO.: 703/846-2244 (Big Mat 466-2244)

REMARKS: The attached provides evidence
that Exception #8 (on SFS Prelim. Title
Report) has been satisfied. Please
remove accordingly.

True?

040034442

THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. AN INDENTURE OF MORTGAGE OR DEED OF TRUST, AFFECTING SAID LAND AND OTHER PROPERTY AND AFTER ACQUIRED PROPERTY, TO SECURE AN INDEBTEDNESS EVIDENCED BY BONDS, TO BE ISSUED IN SERIES AND OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED AUGUST 15, 1925, EXECUTED BY: GENERAL PETROLEUM CORPORATION, TO THE BANK OF CALIFORNIA, TRUSTEE, RECORDED DECEMBER 12, 1925 IN BOOK 5552 PAGE 71, AS INSTRUMENT NO. 1379, OFFICIAL RECORDS.

(?)

*K added.
will have &
knowledge
of this*

9. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN

DATED
LESSOR

NOVEMBER 20, 1939
WINIFRED H. AGEE,
GEORGE A. KOONTZ,
BESSIE KOONTZ,
A.L. LEWIS,
LOUISE N. LEWIS,
LAFAYETTE A. LEWIS,
ROSE H. LEWIS,
C. A. JOURNIGAN,
ELIZABETH JOURNIGAN,
EDWARD L. JOURNIGAN,
ALICE M. JOURNIGAN,
ROY JOURNIGAN,
MARY JOURNIGAN AND
JOHN A. AGEE

LESSEE
RECORDED
INSTRUMENT/FILE NO

HATHAWAY COMPANY, A CALIFORNIA CORPORATION
DECEMBER 15, 1939 IN BOOK 17110 PAGE 252
843, OF OFFICIAL RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN; OTHER THAN THE FOLLOWING

AND AS MODIFIED BY AN INSTRUMENT RECORDED: JUNE 30, 1941, AS INSTRUMENT/FILE NO. 1216, IN BOOK 18601 PAGE 2 OF OFFICIAL RECORDS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO | CITY OF SANTA FE SPRINGS

THIS INDENTURE, made and entered into this 16th day of MAY, 1935, by and between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the national banking laws of the United States of America, having its office and principal place of business in the City and County of San Francisco, in the State of California, hereinafter called the "Trustee," and GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a corporation duly organized and existing under the laws of the State of Delaware, hereinafter called the "Company."

W I T N E S S E T H:

WHEREAS, GENERAL PETROLEUM CORPORATION, a corporation organized and existing under the laws of the State of California, did heretofore under date of September 3, 1925, execute an agreement with the Trustee and with Blyth, Witter & Co., a corporation, authorizing and providing for the issuance of a bonded indebtedness in the aggregate principal amount of Thirty-five Million Dollars (\$35,000,000.00), and for the issuance of First Mortgage Sinking Fund 5% Gold Bonds thereunder, as well as to secure the payment of Ten Million Dollars (\$10,000,000.00) aggregate principal amount of Five Year 6% Gold Notes of said General Petroleum Corporation; and

WHEREAS, said General Petroleum Corporation did heretofore, to-wit: under date of August 15, 1925, execute to the Trustee a mortgage or deed of trust conveying to the Trustee certain property therein described as security for the payment of said First Mortgage Sinking Fund 5% Gold Bonds and said Five Year 6% Gold Notes, which said deed of trust was recorded at the times and in the places hereinafter stated, to-wit:

CITY AND COUNTY OF SAN FRANCISCO, on December 10, 1925, in Liber 1178 of Official Records, at Page 369.

FRESNO COUNTY, on December 10, 1925, in Volume 626 of Official Records, at Page 1 et seq.

KERN COUNTY, on December 11, 1925, in Book 96 of Official Records, at Page 57.

KINGS COUNTY, on December 11, 1925, in Volume 53 of Mortgages, at Page 369.

ORANGE COUNTY, on December 11, 1925, in Book 364 of Mortgages, at Page 239.

TULARE COUNTY, on December 11, 1925, in Volume 132 of Official Records, at Page 103.

ALAMEDA COUNTY, on December 10, 1925, in Liber 1168 of Official Records, at Page 197.

SANTA BARBARA COUNTY, on December 11, 1925, in Book 83 of Official Records, at Page 1.

SAN LUIS OBISPO COUNTY, on December 10, 1925, in Volume 55 of Mortgages, at Page 264.

SAN DIEGO COUNTY, on December 11, 1925, in Book 1167 of Deeds, at Page 1.

VENTURA COUNTY, on December 11, 1925, in Volume 93 of Official Records, at Page 47.

LOS ANGELES COUNTY, on December 11, 1925, in Book 5552 at Page 71 of Official Records; and ✓

WHEREAS, by supplemental indenture, dated May 11, 1926, General Petroleum Corporation conveyed to the Trustee certain leaseholds in the County of Los Angeles, in the State of California, which indenture was recorded May 27, 1926, in Book 5519 at Page 364, Official Records of said Los Angeles County; and

WHEREAS, by instruments dated May 18, 1926, said General Petroleum Corporation conveyed and transferred to said General Petroleum Corporation of California, subject to said mortgage or deed of trust, all of the properties covered thereby; and

WHEREAS, by indenture dated December 20, 1926, Company conveyed to the Trustee certain property in the Counties of Los Angeles, Ventura and Kern, in the State of California, which indenture was recorded in the several counties as follows:

LOS ANGELES COUNTY, on January 29, 1927, in Book 6193 at Page 94 of Official Records

VENTURA COUNTY, on January 29, 1927, in Volume 126 of Official Records at Page 380.

KERN COUNTY, on January 29, 1927, in Book
163 of Official Records, at Page 68; and

WHEREAS, by indenture dated March 10, 1927, Company conveyed
to the Trustee certain properties in the State of Oregon, which said
indenture was recorded in the following counties in the State of Oregon,
to-wit:

CLATSOP COUNTY, on March 15, 1927, in Book
59 on Page 435, in the record of Mortgages.

DOUGLAS COUNTY, on March 15, 1927, in Volume
89 of Deeds at Page 113.

MULTNOMAH COUNTY, on March 15, 1927, in record
of Deeds in Book 1092 on Page 267.

LANE COUNTY, on March 17, 1927, in Book 150,
Page 625, records of Deeds.

UNION COUNTY, on March 15, 1927, in Book 85
on Page 84, record of Deeds.

UMATILLA COUNTY, on March 15, 1927, in Volume
89 of Mortgages, Page 476.

BAKER COUNTY, on March 15, 1927, in Book 61 on
Page 606, record of Mortgages; and

WHEREAS, the Company has heretofore executed and delivered to
the Trustee a supplemental mortgage dated March 21, 1927, covering prop-
erties in the State of Washington, likewise to be held as security under
said mortgage or deed of trust dated August 15, 1925, which said supple-
mental mortgage was recorded in the following counties in the State of
Washington, to-wit:

THURSTON COUNTY, on March 28, 1927, in Volume
32, at Page 357 of Mortgage Records. File No.
178413. Chattel Mortgage No. 178414.

SNOHOMISH COUNTY, on March 28, 1927, in Volume
156 of Mortgages, at Page 303. File No. 399664.

KING COUNTY, on March 23, 1927, in Volume 1019
of Real Estate Mortgages, at Page 116. Vault
No. 143459. Receipt No. 2326715.

GRAYS HARBOR COUNTY, on March 28, 1927, in Volume
99 of Mortgages, at Page 484. File No. 12760.

SPOKANE COUNTY, on March 27, 1927, in Book 389
of Mortgages, at Page 107. Reception #887013,
Vault #47606; and

MEMBERS OF THE BOARD OF DIRECTORS, MAY 1929, AND
THE BOARD OF DIRECTORS, MAY 1929, AND
THE BOARD OF DIRECTORS, MAY 1929, AND
WHEREAS, by supplemental indenture dated April 26, 1929, the Company conveyed to the Trustee certain realty in the County of Kern, in the State of California, which indenture was recorded May 7, 1929, in Book 297 of Official Records, Page 369, Records of Kern County; and

WHEREAS, by indenture dated May 16, 1929, the Company conveyed to the Trustee certain real estate in the County of Kern, State of California, which indenture was recorded May 25, 1929, in Book 308 of Official Records, Page 135, Records of Kern County; and

WHEREAS, by indenture dated December 12, 1929, the Company conveyed to the Trustee certain property in the County of Kern, in the State of California, which indenture was recorded December 16, 1929, in Book 317 of Official Records, Page 467, Records of Kern County;

WHEREAS, the Company has heretofore called for redemption and paid all of said Five Year 6% Gold Notes; and

WHEREAS, the Company has elected to call all said First Mortgage Sinking Fund 5% Gold Bonds outstanding for redemption and payment on February 15, 1935, and has surrendered to the Trustee for cancellation, and there have been cancelled, all of the bonds and coupons thereto appertaining, except FIVE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS (\$504,500.) face value thereof, and has deposited with the Trustee sufficient money to pay the par amount of said bonds not yet cancelled, together with accrued interest thereon to February 15, 1935, plus a premium of $2\frac{1}{2}\%$ upon the principal amount thereof, and has in all respects complied with all the terms and conditions of said agreement and said mortgage or deed of trust, and is entitled to a satisfaction and discharge thereof, and to a reconveyance of the property conveyed by said General Petroleum Corporation and by Company to the Trustee under the terms of said mortgage or deed of trust.

NOW, THEREFORE, in consideration of the foregoing, the Trustee hereby cancels and discharges said agreement dated September 3, 1925, and said mortgage or deed of trust dated August 15, 1925, and releases, remises,

re-grants and conveys unto the Company all right, title and interest in and to any and all properties, real, personal and mixed, acquired by the Trustee under (a) the terms of said mortgage or deed of trust; (b) by any subsequent conveyance made in accordance with the terms of said mortgage or deed of trust; (c) under each of the indentures, supplemental indentures and the supplemental mortgage hereinbefore referred to; and (d) without limitation by the foregoing enumeration, by any and all conveyances and supplemental indentures from said General Petroleum Corporation and said General Petroleum Corporation of California, or from General Petroleum Corporation or from General Petroleum Corporation of California, to the said Trustee in which reference is made to said deed of trust dated August 15, 1925, and by any other instruments or means whatsoever.

TO HAVE AND TO HOLD the same, without any warranty whatsoever, unto the said Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and year first hereinabove written.

THE BANK OF CALIFORNIA, NATIONAL
ASSOCIATION

By Stuart F. Smith
Vice-President

By Fred A. Hurni
Secretary

STATE OF CALIFORNIA }
City and County of San Francisco } ss.

On this 28th day of May in the year One Thousand Nine Hundred and Thirty -five before me, LILLIAN RALSTON, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally

appeared Stuart F. Smith and Fred A. Hurni known to me to be the Vice-President and Secretary respectively of The Bank of California National Association, Trustee

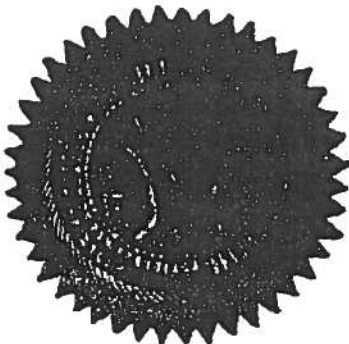
the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same. as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year last above written.

Lillian Ralston

NOTARY PUBLIC
In and for the City and County of San Francisco, State of California.

My Commission Expires March 27, 1936.



MOBIL FOUNDATION

MBRC - GLOBAL REAL ESTATE
3225 Gallows Road
Fairfax, VA 22037-0001
PHONE: 703-846-2244
FAX: 703-846-2164

*** FACSIMILE TRANSMITTAL ***

DATE: 7-14-99
TO: Mary Jane Lackey
COMPANY/LOCATION: J Corp. Treasurers
FAX NO: 1242
CONFIRMING PHONE NO: 2578
NUMBER OF ORIGINALS (INCLUDING COVER): 1+c

FROM: Maureen Toomey, Assistant Property Manager
TELEPHONE NO.: 703/846-2244 (Big Mat 466-2244)

REMARKS: As discussed, please refer
to item # 8 from title report -
even though mtge. is very old - DLC
suggested I verify no pmts. are
being made (on mtge. extension, etc.)
so we can prepare affidavit to that
effect. Property is Santa Fe Springs,
CA. Thanks.



Sanctity of Contract
STEWART TITLE
REGIONAL OFFICE

JIM HOPE
Certified Senior
Escrow Officer

*Angela
Please handle
The Bob*

April 26, 1989

Mobil Foundation, Inc.
150 East 42nd Street
Room 37W905
New York, New York 10017

Attn: Robert Baldwin

Re: Property located on Norwalk Blvd.,
Santa Fe Springs, California

Our Escrow No. 89127334

Dear Robert,

In connection with the above referenced escrow, we are enclosing herewith a copy of the preliminary title report for your review. We call your attention to Item No. 7, Deed of Trust, and ask that you furnish the information regarding same, so we can order the demand for payment from The Bank of California when we are in a position to do so. We will need their address and the loan number.

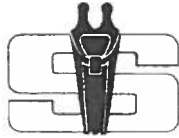
We also call your attention to Item No. 18 and request that you furnish said Resolution prior to close of escrow.

Should you have any questions in connection with this escrow, please do not hesitate to call.

Sincerely,

Jim Hope
Jim Hope
Escrow Officer

encl.
JH/jk



STEWART TITLE

PRELIMINARY TITLE REPORT

OUR NO. 394159

YOUR NO. HOLLINGSWORTH ARNETT

ATTN: JIM HOPE
STEWART TITLE ESCROW DEPT.
801 SOUTH GRAND AVENUE SUITE 100
LOS ANGELES, CALIFORNIA

DATED AS OF MARCH 28, 1989 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A STEWART TITLE GUARANTY COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

MARK MCDONALD
TITLE OFFICER

BILLING RATE 100%

505 N. Brand 12th Floor Glendale, CA 91203
(818) 502-2700/(800) 821-8685
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

394159

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (X)
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NON-PROFIT CORPORATION

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF (S 1/2) OF THE NORTH HALF (N 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), SECTION 6 TOWNSHIP 3 SOUTH RANGE 11 WEST.

EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY;

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET, THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES FOR THE FISCAL YEAR 1989-1990 A LIEN NOT YET DUE AND PAYABLE.

1A. SECOND INSTALLMENT OF GENERAL CITY AND/OR COUNTY TAXES FOR THE FISCAL YEAR 1988-1989

AMOUNT	\$587.74 OPEN
PENALTY	\$68.77
EXEMPTION	NONE
CODE AREA	5354
PARCEL NUMBER	9-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

3. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,	
IN FAVOR OF	SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION
FOR	PUBLIC UTILITIES
RECORDED	IN BOOK D4059 PAGE 824, OFFICIAL RECORDS
AFFECTS	PORTION OF SAID LAND

4. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,	
FOR	PUBLIC UTILITIES, ROAD AND HIGHWAY PURPOSES
RECORDED	IN BOOK D1513 PAGE 894, OFFICIAL RECORDS
AFFECTS	PORTION OF SAID LAND

5. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,	
FOR	PUBLIC ROAD AND HIGHWAY PURPOSES
RECORDED	APRIL 12, 1971 AS INSTRUMENT NO. 3099 IN BOOK D5023 PAGE 798, OFFICIAL RECORDS
AFFECTS	PORTION OF SAID LAND

6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,	
FOR	PIPE LINE
RECORDED	IN BOOK 1378 PAGE 75, OFFICIAL RECORDS
AFFECTS	A STRIP OF LAND FOUR (4) FEET IN WIDTH,

THE CENTER LINE THEREOF BEING DESCRIBED
AS FOLLOWS:

BEGINNING AT A POINT IN THE ABOVE DESCRIBED PROPERTY DISTANT THIRTY (30) FEET SOUTH OF A POINT IN THE NORTH LINE OF SAID SOUTHWEST QUARTER, DISTANT ONE HUNDRED FIFTY (150) FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT OF BEGINNING BEING THE CENTER OF A STAND-PIPE; RUNNING THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, TO A POINT IN THE EAST LINE THEREOF.

7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED HEREIN AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF

DATED	AUGUST 15, 1925
AMOUNT	\$10,000,000.00
TRUSTOR	GENERAL PETROLEUM CORPORATION, A CORPORATION
TRUSTEE	THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION
BENEFICIARY	THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION
RECORDED	IN BOOK 5552, PAGE 71, OFFICIAL RECORDS

SAID MATTER AFFECTS THIS AND OTHER PROPERTY.

8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES, IN FAVOR OF CITY OF SANTA FE SPRINGS FOR PUBLIC ROAD AND HIGHWAY
RECORDED FEBRUARY 15, 1962 AS INSTRUMENT NO. 3580, IN BOOK D1513 PAGE 894, OFFICIAL RECORDS
AFFECTS AS FOLLOWS:

THE WESTERLY 4 FEET OF THE EASTERLY 34 FEET OF THE SOUTH HALF OF THE NORTH HALF TO THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, RANCHO SANTA GERTRUDES, SUBDIVIDED FOR THE SANTA GERTRUDES LAND ASSOCIATION, AS SHOWN ON MAP RECORDED IN BOOK 1, PAGE 502, OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF LOS ANGELES.

EXCEPTING THEREFROM THAT PORTION THEREOF WHICH LIES WITHIN THE NORTHERLY 100.85 FEET, MEASURED ALONG THE EASTERLY LINE OF, THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6.

TO BE KNOWN AS NORWALK BOULEVARD.

RESERVING THEREFROM AN EASEMENT IN SAID PROPERTY FOR AN EXISTING

PIPELINES, AND THE RIGHT TO MAINTAIN, OPERATE AND REPLACE SAID PIPELINE, WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SAME.

9. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
IN FAVOR OF

FOR
RECORDED

SOUTHERN CALIFORNIA EDISON COMPANY, A
CORPORATION, ITS SUCCESSORS AND ASSIGNS
PUBLIC UTILITIES
JULY 9, 1968 AS INSTRUMENT NO.
3031 IN BOOK D4059 PAGE 824, OFFICIAL
RECORDS

AFFECTS

AS FOLLOWS:

THE SOUTHERLY 5 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, IN THE RANCHO SANTA GERTRUDES, AS SHOWN ON MAP RECORDED IN BOOK 32, PAGE 18, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY. SUBJECT TO ALL EXISTING RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND RIGHT OF WAY WHETHER OR NOT OF RECORD.

10. UNIT AGREEMENT

SANTA FE SPRINGS UNIT
SANTA FE SPRINGS FIELD
LOS ANGELES COUNTY, CALIFORNIA, RECORDED
MAY 23, 1969 AS DOCUMENT NOS. 2917 AND
2918, OFFICIAL RECORDS

11. ROYALTY OWNERS AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT SANTA FE SPRINGS UNIT, LOS ANGELES COUNTY, CALIFORNIA RECORDED AUGUST 18, 1969 AS INSTRUMENT NO. 2787, OFFICIAL RECORDS.

12. COUNTERPART OF A UNIT AGREEMENT SANTA FE SPRINGS UNIT, SANTA FE SPRING FIELD, LOS ANGELES COUNTY, CALIFORNIA RECORDED SEPTEMBER 24, 1969 AS INSTRUMENT NO. 1608, OFFICIAL RECORDS.

13. CERTIFICATE WHICH STATES THE FOLLOWING:

PURSUANT TO SECTION 17.1 OF SAID UNIT AGREEMENT WHICH IS INCORPORATED HEREIN BY REFERENCE, MOBIL OIL CORPORATION, THE UNIT OPERATOR, HEREBY CERTIFIES THAT SAID UNIT AGREEMENT WILL BECOME EFFECTIVE AS OF 7:00 A.M. ON FEBRUARY 1, 1971 RECORDED DECEMBER 28, 1970 AS INSTRUMENT NO. 1146, OFFICIAL RECORDS.

14. COUNTERPART OF UNIT AGREEMENT SANTA FE SPRING UNIT SANTA FE SPRINGS FIELD, LOS ANGELES COUNTY, CALIFORNIA RECORDED JANUARY 26, 1971 AS INSTRUMENT NO. 1631 IN BOOK M3669 PAGE 7, OFFICIAL RECORDS

15. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES,
 IN FAVOR OF | CITY OF SANTA FE SPRINGS, A
 MUNICIPAL CORPORATION
 FOR | RIGHT OF WAY FOR STREET, PUBLIC UTILITY
 AND MUNICIPAL PURPOSES
 RECORDED | APRIL 12, 1971 AS INSTRUMENT NO.
 3099 IN BOOK D5023 PAGE 798, OFFICIAL
 RECORDS
 AFFECTS | A PORTION OF SAID LAND

16. THE EFFECT OF THE DEED FROM MOBIL OIL CORP TO MOBIL FOUNDATION INC., RECORDED MARCH 23, 1988 AS DOCUMENT NO. 88-394234, OFFICIAL RECORDS WHICH CONTAINS THE FOLLOWING RECITAL:

IN ORDER TO SUPPORT THE GRANTEE AND TO FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED.

17. ANY EASEMENT OR LESSER RIGHT, AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES HEREIN STATED, INCLUDING INCIDENTAL PURPOSES, DISCLOSED BY A SURVEY OR INSPECTION OF SAID LAND.

FOR | OIL DRILLS AND PUMPING EQUIPMENT
 AFFECTS | PORTIONS OF SAID LAND

18. WE WILL REQUIRE A CERTIFIED COPY OF A CORPORATE RESOLUTION FROM MOBIL FOUNDATION AUTHORIZING THE SALE, BUYER; PURCHASE OF SAID LAND PRIOR TO OR CONCURRENT WITH THE CLOSE OF THIS TRANSACTION.

20. PLEASE FORWARD STATEMENTS OF INFORMATION ON ALL PARTIES AS SOON AS POSSIBLE TO ASSIST IN THE EARLY CLEARANCE OF MATTERS OF RECORD AGAINST PERSONS WITH THE SAME OR SIMILAR NAMES.

21. IF WE ARE TO BE ASKED TO ISSUE OUR A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

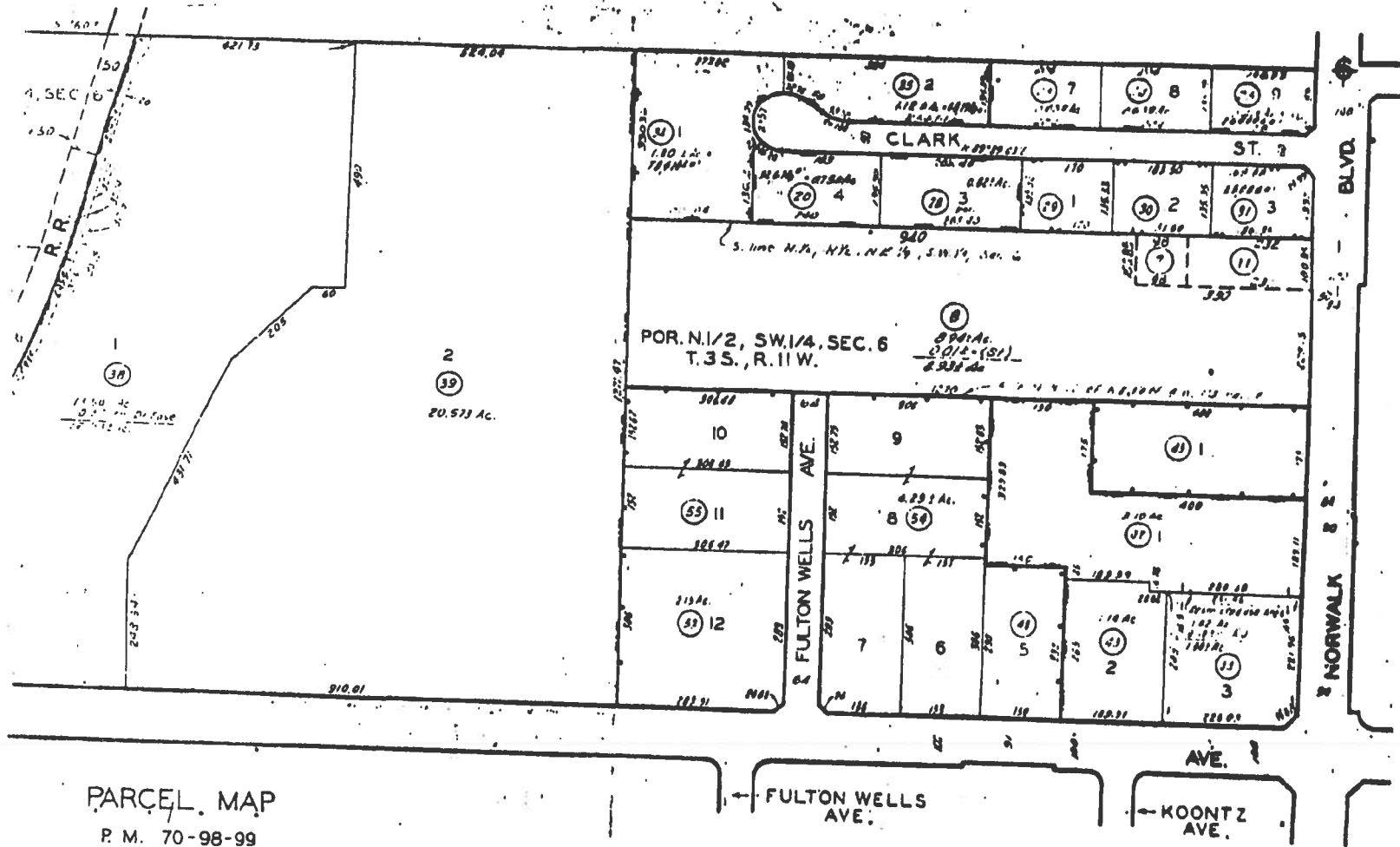
A. A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING TOGETHER WITH THE TERMS OF SAID LEASES:

B. AN A.L.T.A. TYPE SURVEY OF SAID LAND.

22. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF UNRECORDED LEASES, IF ANY. KINDLY FORWARD SAID LEASES FOR OUR EXAMINATION.

SPECIAL NOTICE

CHAPTER 1004, CALIFORNIA STATUTES OF 1984 BECAME EFFECTIVE JANUARY 1985. THIS LEGISLATION DEALS SPECIFICALLY AND RESTRICTIVELY WITH DISBURSEMENT OF ESCROW AND SUB ESCROW FUNDS BY TITLE ENTITIES. THIS LAW REQUIRES THAT ALL FUNDS BE DEPOSITED TO THE COMPANY'S ESCROW AND SUB ESCROW ACCOUNTS PRIOR TO DISBURSEMENT OF FUNDS. IN ORDER TO AVOID MATERIAL DELAYS IN CLOSINGS AND DISBURSEMENTS, ALL FUNDING SHOULD EITHER BE BY WIRE TRANSFER OR BY CHECKS DRAWN ON CALIFORNIA FINANCIAL INSTITUTIONS.



402

RM. 102-65-66

EMOMG 00514

**CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS**

SCHEDULE B

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1988
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner or indebtedness, to comply with the applicable doing business laws, of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

(List of Printed Exceptions and Exclusions Continued on Next Page)

STEWART TITLE
GUARANTY COMPANY

**2. AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- land division
- improvements on the land
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A
- or
- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-21-87)
WITH ALTA ENDORSEMENT- FORM 1 COVERAGE
and
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-21-87)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS AND COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

(List of Printed Exceptions and Exclusions Continued on Next Page)

STEWART TITLE
GUARANTY COMPANY

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein the as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-21-87)

and

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-21-87)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(List of Printed Exceptions and Exclusions Continued on Next Page)

STEWART TITLE
GUARANTY COMPANY

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

STEWART TITLE OF CALIFORNIA, INC.**505 N. BRAND BOULEVARD #1200****GLENDAL, CALIFORNIA 91203****818-502-2700****FACSIMILE TRANSMITTAL**DATE: NOV 24 1998ATTENTION: MAUREN TOOMEY

COMPANY: _____

FAX NO.: 703 846-2164

ATTENTION: _____

COMPANY: _____

FAX NO.: _____

REFERENCE: _____

NUMBER OF PAGES BEING TRANSMITTED, INCLUDING COVER PAGE: 19FROM: X LARRY MCGUIRE, SENIOR TITLE OFFICER*Heidi Degen*

____ MARCELA BROWN, TITLE OFFICER

____ LINDA HARTWELL, SENIOR TITLE ASSISTANT

____ VELIA HOLDEN, TITLE ASSISTANT

____ PAT WEBER, SENIOR TITLE EXAMINER

____ ALEX CASTILLO, TITLE EXAMINER

____ ANGELIC WHITE, TITLE CLERK

MESSAGE: _____



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

Los Angeles Division

PRELIMINARY REPORT

OUR NO. 040034442

YOUR NO. NORWALK BL

AMENDED

CUSHMAN AND WAKEFIELD
555 S. FLOWER ST #4200
LOS ANGELES, CA
ATTN: SCOTT SCHUMACHER

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

- DATED AS OF NOVEMBER 19, 1998 AT 7:30 A.M.

LARRY MCGUIRE & FERNANDO ALEGRE
TITLE OFFICERS
SPECIAL PROJECTS

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

040034442

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY (X)
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)
5. "GOLD" COMPREHENSIVE PROTECTION RESIDENTIAL TITLE INSURANCE POLICY ()
6. "GOLD" COMPREHENSIVE PROTECTION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION,
BY DEED WHICH RECITES, IN ORDER TO SUPPORT THE GRANTEE AND TO
FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED

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SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

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SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1998-1999

1ST INSTALLMENT	\$1,227.25 OPEN
2ND INSTALLMENT	\$1,227.24 OPEN
TOTAL	\$2,454.49
EXEMPTION	NONE
CODE AREA	5354
PARCEL NUMBER	8009-25-8

1A. SAID LAND HAS BEEN DECLARED TAX DEFAULTED FOR DELINQUENT TAXES FOR THE

FISCAL YEAR	1997-998	
REDEEM PRIOR TO	NOVEMBER 30, 1998	DECEMBER 31, 1998
AMOUNT TO REDEEM	\$1,443.35	\$1,461.45

AFFECTS PARCEL NO: 8009-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

3. ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

4. A RESERVATION IN THE DEED RECORDED FEBRUARY 9, 1909, IN BOOK 3569, PAGE 316 OF DEEDS, WHICH STATES IN PART:

RESERVING TO SAID J. N. WOODHEAD, HIS HEIRS, EXECUTORS AND ASSIGNS AN UNDIVIDED 1/2 INTEREST OF IN AND TO A CERTAIN WATER WELL LOCATED NEAR GRANTORS HOUSE, TO WIT ONE WELL, WINDMILL TOWER, TANK AND WATER PIPE, WITH RIGHT OF WAY OVER SAID LAND FOR SAID PIPES, SAID PARTIES JOINTLY TO BEAR THE EXPENSE OF KEEPING SAID WINDMILL, ETC. IN REPAIR.

5. A LEASE EXECUTED BY JOHN R. AGEE AND WINIFRED H. AGEE, HIS WIFE, ET AL. TO GENERAL PETROLEUM CORPORATION, A CORPORATION, OF THE PREMISES HEREINAFTER DESCRIBED, AND OTHER PROPERTY, WITH THE SOLE AND EXCLUSIVE RIGHT OF PROSPECTING THEREON AND DRILLING FOR AND REMOVING OIL, GAS, HYDROCARBON AND KINDRED

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SUBSTANCES THEREFROM, AND TO ESTABLISH AND MAINTAIN THEREON SUCH TANKS, BOILERS, HOUSES, ENGINES AND OTHER APPARATUS AND EQUIPMENT, POWER LINES, TELEPHONE AND TELEGRAPH LINES, PIPE LINES, ROADS AND OTHER APPURTENANCES NECESSARY IN THE OPERATION OR PRODUCTION OF SAID SUBSTANCES FROM SAID PREMISES, FOR PERIOD OF TWENTY YEARS FROM MAY 13, 1920, AND SO LONG THEREAFTER AS OIL OR GAS, HYDROCARBON OR KINDRED SUBSTANCES BE PRODUCED IN PAYING QUANTITIES BY MEANS OF ANY WELLS OR OTHER WORKS CONSTRUCTED OR IN THE COURSE OF CONSTRUCTION AT THE EXPIRATION OF SAID TWENTY YEAR PERIOD, FOR THE RENTAL OR ROYALTY THEREIN PROVIDED. SAID LEASE PROVIDES THAT THE LESSORS SHALL HAVE THE USE OF THE SURFACE OF SAID LANDS FOR AGRICULTURAL, HORTICULTURAL AND GRAZING PURPOSES TO SUCH AN EXTENT AS WILL NOT INTERFERE WITH THE PROPER OPERATIONS OF THE LESSEE FOR OIL.

FOR FURTHER PARTICULARS REFERENCE IS HEREBY MADE TO SAID LEASE RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 AS INSTRUMENT NO. 678, OF LESSEE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

6. THE RESERVATION CONTAINED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CORPORATION, FILED FOR RECORD AUGUST 16, 1922 IN BOOK 1378 PAGE 75 AS INSTRUMENT NO. 154, OFFICIAL RECORDS, AS FOLLOWS:

"RESERVING, HOWEVER, UNTO THE GRANTORS THE ROYALTIES RESERVED TO THE LESSOR UNDER THAT CERTAIN OIL AND GAS LEASE COVERING SAID PROPERTY, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118 THEREOF, OF THE RECORDS OF THE SAID LOS ANGELES COUNTY, SUBJECT TO THE SAID GRANTORS PAYING AND DISCHARGING ALL TAXES AND OTHER CHARGES IMPOSED ON THE LESSOR UNDER THE TERMS OF SAID LEASE."

"ALSO RESERVING UNTO THE SAID GRANTORS, IN THE EVENT THAT SAID OIL AND GAS LEASE BE TERMINATED, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, OF THEIR SUCCESSORS SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OF EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED

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ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. AN INDENTURE OF MORTGAGE OR DEED OF TRUST, AFFECTING SAID LAND AND OTHER PROPERTY AND AFTER ACQUIRED PROPERTY, TO SECURE AN INDEBTEDNESS EVIDENCED BY BONDS, TO BE ISSUED IN SERIES AND OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED AUGUST 15, 1925, EXECUTED BY: GENERAL PETROLEUM CORPORATION, TO THE BANK OF CALIFORNIA, TRUSTEE, RECORDED DECEMBER 11, 1925 IN BOOK 5552, PAGE 71, AS INSTRUMENT NO. 1379, OFFICIAL RECORDS.

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	CITY OF SANTA FE SPRINGS
PURPOSE	PUBLIC ROAD AND HIGHWAY
RECORDED	FEBRUARY 15, 1962
INSTRUMENT/FILE NO	3580, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	SOUTHERN CALIFORNIA EDISON COMPANY, A
	CORPORATION
PURPOSE	PUBLIC UTILITIES
RECORDED	JULY 9, 1968
INSTRUMENT/FILE NO	3031, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	THE CITY OF SANTA FE SPRINGS; A MUNICIPAL
	CORPORATION
PURPOSE	STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED	APRIL 12, 1971
INSTRUMENT/FILE NO	3099, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

12. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

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13. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF
UNRECORDED LEASES.

14. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A
SURVEY OF SAID LAND SATISFACTORY TO THIS COMPANY, OR BY INQUIRY
OF THE PARTIES IN POSSESSION THEREOF.

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REQUIREMENTS

1. THIS COMPANY WILL REQUIRE THE FOLLOWING DOCUMENTS IN ORDER TO INSURE A CONVEYANCE OR ENCUMBRANCE BY THE CORPORATION NAMED BELOW:

CORPORATION: MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

- (a) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES.
- (b) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, TOGETHER WITH A CERTIFICATE OF COMPLIANCE PURSUANT TO SECTION 5912 OR 7912 CORPORATIONS CODE.
- (c) IF THE ARTICLES OR BY-LAWS REQUIRE APPROVAL BY A "PARENT" ORGANIZATION, WE WILL ALSO REQUIRE A COPY OF THOSE BY-LAWS OR ARTICLES.

2. BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THE COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE ENTITY NAMED BELOW:

(A) IS VALIDLY FORMED ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED; AND

(B) IS IN GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE IT IS FORMED.

ENTITY: MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

3. PROVIDE RELEASE/RECONVEYANCE INSTRUMENTS FOR DEEDS OF TRUST OF RECORD AS FOLLOWS:

A. IF INSTITUTIONAL LENDER WE MUST BE PROVIDED A DEMAND FOR PAYMENT. IF SERVICED BY OTHER THAN THE BENEFICIARY WE MUST BE PROVIDED A COPY OF THE LOAN SERVICING AGREEMENT.

B. IF AN INDIVIDUAL LENDER WE MUST BE PROVIDED DEMAND FOR PAYMENT TOGETHER WITH THE ORIGINAL NOTE. DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE, REQUEST FOR FULL RECONVEYANCE MUST BE SIGNED BY BOTH SPOUSES IF BENEFICIAL INTEREST IS IN ONE SPOUSE ALONE.

C. IF BENEFICIARY IS A TRUST, WE MUST BE PROVIDED A FULL COPY OF SAID TRUST, TOGETHER WITH THE ORIGINAL NOTE, DEED OF TRUST AND SIGNED REQUEST FOR FULL RECONVEYANCE.

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D. IF LOAN IS FOR A REVOLVING LINE OF CREDIT, WE MUST BE PROVIDED A "FREEZE LETTER".

4. THIS COMPANY WILL REQUIRE THAT A FULL COPY OF ANY UNRECORDED LEASE'S BE SUBMITTED TO US, TOGETHER WITH ALL SUPPLEMENTS, ASSIGNMENTS AND AMENDMENTS, BEFORE ISSUING ANY POLICY OF TITLE INSURANCE.

5. A.L.T.A. OWNER'S POLICY REQUEST

IF WE ARE ASKED TO ISSUE OUR A.L.T.A. OWNERS POLICY OF TITLE INSURANCE, WE WILL REQUIRE THE FOLLOWING BE SUBMITTED FOR OUR EXAMINATION AND INSPECTION PRIOR TO OUR ISSUING SAID A.L.T.A. OWNERS TYPE POLICY OF TITLE INSURANCE:

A) A COMPLETE LIST OF ALL TENANTS IN SUBJECT BUILDING TOGETHER WITH COPIES OF ALL LEASES:

B) AN A.L.T.A. SURVEY OF SAID LAND.

6. IT IS THE POLICY OF THIS COMPANY TO MAKE ALL REQUIRED PAYOFFS.

THE COMPANY WILL REQUIRE CURRENT, WRITTEN PAYOFF DEMANDS ADDRESSED TO STEWART TITLE OF CALIFORNIA, INC. OR OUR ESCROW CUSTOMER. NONCURRENT AND EXPIRED DEMANDS WILL NORMALLY NOT BE ACCEPTABLE BUT THEY MAY BE ACCEPTED AT THE DISCRETION OF THE COMPANY IF VERBAL UPDATING CAN BE OBTAINED.

THE COMPANY WILL HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY NONCURRENT OR EXPIRED BENEFICIARY DEMAND, WHETHER OR NOT VERBALLY UPDATED.

THE COMPANY WILL ALSO HOLD AN AMOUNT EQUAL TO ONE MONTHLY MORTGAGE PAYMENT UNTIL ACCEPTANCE BY THE LENDER OF OUR PAYOFF ON ANY DEMAND WHICH INCLUDES A PAYMENT MADE WITHIN 14 DAYS OF CLOSING UNLESS THE COMPANY HAS BEEN PROVIDED WITH SATISFACTORY PROOF OF PAYMENT (I.E. A CANCELLED CHECK OR WRITTEN CONFIRMATION OF CHECK CLEARANCE.)

PLEASE BE ADVISED THAT THE COMPANY WILL REQUIRE THAT THE BENEFICIARY OR BENEFICIARIES SIGN AN ESTIMATED CLOSING COST STATEMENT ANYTIME WE ARE PRESENTED FOR PAYOFF A NET PROCEEDS DEMAND OR A DEMAND IN WHICH THE BENEFICIARY OR BENEFICIARIES ARE ACCEPTING FOR PAYOFF LESS THAN WHAT THEY ARE OWED.

7. THE REQUIREMENT THAT STEWART TITLE OF CALIFORNIA, INC. BE INFORMED OF WHAT TYPE OF TITLE INSURANCE COVERAGE/POLICIES ARE BEING REQUESTED, SO THAT WE MAY PROVIDE YOU WITH ANY ADDITIONAL

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REQUIREMENTS OR EXCEPTIONS THAT WE MAY HAVE OR THAT APPLY.

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NOTES

LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS THAT IS BASED ON:

(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR

(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR LIEN CREDITOR.

040034442

SPECIAL NOTICE

CALIFORNIA INSURANCE CODE SECTION 12413.1 REGULATES THE DISBURSEMENT OF ESCROW AND SUB-ESCROW FUNDS BY TITLE COMPANIES. FUNDS RECEIVED BY STEWART TITLE OF CALIFORNIA, INC. VIA WIRE TRANSFER MAY BE DISBURSED UPON RECEIPT. FUNDS RECEIVED VIA CASHIERS CHECKS OR TELLER CHECKS MAY BE DISBURSED ON THE NEXT BUSINESS DAY AFTER THE DAY OF DEPOSIT. IF FUNDS INCLUDING SHORTAGE CHECKS ARE DISBURSED TO THIS COMPANY OTHER THAN BY TELLERS CHECK, CASHIERS CHECK, WIRE TRANSFER OR CASH, DISBURSEMENTS OF ESCROW OR SUB-ESCROW FUNDS, YOU SHOULD CONTACT YOUR TITLE OFFICER OR ESCROW OFFICER.

WIRING INSTRUCTIONS

IF YOU ANTICIPATE HAVING FUNDS WIRED TO STEWART TITLE OUR WIRING INFORMATION IS AS FOLLOWS:

ADDITIONAL NOTE: DIRECT WIRE TRANSFERS TO:

CITY NATIONAL BANK
5601 E. SLAUSON AVE
CITY OF COMMERCE, CALIFORNIA 90040

ROUTING NO. 122016066
CREDIT TO STEWART TITLE
ACCOUNT # 013 007195
REF: (ORDER #, TITLE OFFICER NAME)

WHEN INSTRUCTING THE FINANCIAL INSTITUTION TO WIRE FUNDS, IT IS VERY IMPORTANT THAT YOU REFERENCE STEWART TITLE'S ORDER NUMBER.

SHOULD YOU HAVE ANY QUESTIONS IN THIS REGARD PLEASE CONTACT YOUR TITLE OFFICER IMMEDIATELY.

EXHIBIT A

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.

(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:

(A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;

(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;

(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;

(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR

(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OR INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS, OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

3. EASEMENTS, LIENS, OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

2. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:

- * LAND USE
- * LAND DIVISION
- * IMPROVEMENTS ON THE LAND
- * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS, OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

**3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
AND
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.

(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURES THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - A. THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - B. THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR
 - C. THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE: (I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR (II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

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**4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
AND
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
A. THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
B. THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE: (I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR (II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

**5. "GOLD" COMPREHENSIVE PROTECTION
LOAN POLICY OF TITLE INSURANCE
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(B) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
2. RIGHT OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

**STEWART TITLE
GUARANTY COMPANY**

3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:

- (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS EXCLUSION FROM COVERAGE 3(D) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 7, 8, 15, 16, 18, 21, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 38, 39, AND 40);
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
- (A) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (B) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR
 - (C) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (I) TO TIMELY RECORD THE INSTRUMENT OR TRANSFER; OR
 - (II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.
7. TAXES, ASSESSMENTS, COSTS, CHARGES, DAMAGES AND OTHER OBLIGATIONS TO THE GOVERNMENT SECURED BY STATUTORY LIENS THAT BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY, BUT THIS EXCLUSION 7 DOES NOT LIMIT THE COVERAGE OF INSURING PROVISION 34.

6. "GOLD" COMPREHENSIVE PROTECTION RESIDENTIAL
TITLE INSURANCE OWNER'S POLICY
EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:

- * LAND USE
- * LAND DIVISION
- * IMPROVEMENTS ON THE LAND
- * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN ITEMS 13(C), 13(D), 13(E), 14, 16, AND 21 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNATING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE IN ITEMS 4, 9, 20, 22, AND 24 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND.

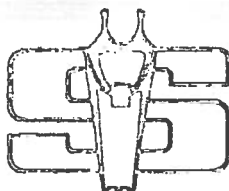
THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 6 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. ANY EASEMENTS OR LIENS NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE LIEN COVERAGE IN ITEM 9 OF COVERED TITLE RISKS.
2. ANY FACTS ABOUT THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE FORCED REMOVAL COVERAGE IN ITEM 13 OF COVERED TITLE RISKS.

STEWART TITLE
GUARANTY COMPANY



Sanctity of Contract
STEWART TITLE
GUARANTY COMPANY

NATIONAL TITLE SERVICES
Corporate Headquarters

May 13, 1998

Maureen Toomey
Mobil Oil Corporation
44760 Cockpit Court, #200
Dulles, Virginia 20166-7725

RE: Santa Fe Springs California

Dear Maureen:

In connection with the above captioned property, enclosed please find a copy of Preliminary Report for your review.

Should you need anything further at this time, please let me know.

Very truly yours,

Jody Reeves

JR:ss

Enclosure

Larry Hagman

818.502.2723

(LA)

Steve Bagen

714.271.0183

(pleasant)

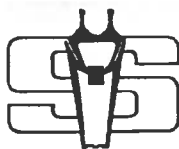
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EMOMG 00538



Sanctity of Contract

STEWART TITLE OF CALIFORNIA, INC.

Los Angeles Division

PRELIMINARY REPORT

OUR NO. 350046984

YOUR NO. T12199800014

STEWART TITLE GUARANTY
1980 POST OAK BLVD., #610
HOUSTON, TX 77056
ATTN: JACKIE TRAINOR

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF TITLE INSURANCE, STEWART TITLE HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED, AS OF THE DATE HEREOF, A COMPANY POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERENCED TO AS AN EXCEPTION ON SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS, AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN EXHIBIT A OF THIS REPORT CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF THE TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED. IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

THIS REPORT, (AND ANY SUPPLEMENTS OR AMENDMENTS THERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE A BINDER OR COMMITMENT SHOULD BE REQUESTED.

DATED AS OF APRIL 30, 1998 AT 7:30 A.M.

VICTOR GREENE

TITLE OFFICER

FAX: (818) 548-8577

505 N. Brand Blvd., Ste. 1200, Glendale, CA 91203 (818) 502-2700
MEMBER CALIFORNIA LAND TITLE ASSOCIATION

EMOMG 00539

THE FORM OF THE POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY ()
2. AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY FORM B ()
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY ()
4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (X)
5. "GOLD" COMPREHENSIVE PROTECTION RESIDENTIAL TITLE INSURANCE POLICY ()
6. "GOLD" COMPREHENSIVE PROTECTION LOAN POLICY ()

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION,
BY DEED WHICH RECITES, IN ORDER TO SUPPORT THE GRANTEE AND TO
FURTHER THE PURPOSES FOR WHICH THE GRANTEE WAS ESTABLISHED

SCHEDULE A (CONTINUED)

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNs AND RUTH M. KARNs, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

SCHEDULE B

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS CONTAINED IN SAID POLICY OR POLICIES WOULD BE AS FOLLOWS:

1. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1998-1999 WHICH ARE A LIEN NOT YET PAYABLE.

1A. GENERAL AND SPECIAL CITY AND/OR COUNTY TAXES, INCLUDING ANY PERSONAL PROPERTY TAXES AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 1997-1998

1ST INSTALLMENT	\$1,207.12 PAID
2ND INSTALLMENT	\$1,207.11 DL1
PENALTY	\$130.71
TOTAL	\$2,414.23
EXEMPTION	NONE
CODE AREA	5354
PARCEL NUMBER	8009-25-8

2. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

3. ASSESSMENTS, FOR COMMUNITY FACILITY DISTRICTS AFFECTING SAID LAND WHICH MAY EXIST BY VIRTUE OF ASSESSMENT MAPS OR NOTICES FILED BY SAID DISTRICTS.

4. A RESERVATION IN THE DEED RECORDED FEBRUARY 9, 1909, IN BOOK 3569, PAGE 316 OF DEEDS, WHICH STATES IN PART:

RESERVING TO SAID J. N. WOODHEAD, HIS HEIRS, EXECUTORS AND ASSIGNS AN UNDIVIDED 1/2 INTEREST OF IN AND TO A CERTAIN WATER WELL LOCATED NEAR GRANTORS HOUSE, TO WIT ONE WELL, WINDMILL TOWER, TANK AND WATER PIPE, WITH RIGHT OF WAY OVER SAID LAND FOR SAID PIPES, SAID PARTIES JOINTLY TO BEAR THE EXPENSE OF KEEPING SAID WINDMILL, ETC. IN REPAIR.

5. A LEASE EXECUTED BY JOHN R. AGEE AND WINIFRED H. AGEE, HIS WIFE, ET AL. TO GENERAL PETROLEUM CORPORATION, A CORPORATION, OF THE PREMISES HEREINAFTER DESCRIBED, AND OTHER PROPERTY, WITH THE SOLE AND EXCLUSIVE RIGHT OF PROSPECTING THEREON AND DRILLING FOR AND REMOVING OIL, GAS, HYDROCARBON AND KINDRED SUBSTANCES THEREFROM, AND TO ESTABLISH AND MAINTAIN THEREON SUCH TANKS, BOILERS, HOUSES, ENGINES AND OTHER APPARATUS AND EQUIPMENT, POWER LINES, TELEPHONE AND TELEGRAPH LINES, PIPE LINES, ROADS AND OTHER APPURTENANCES NECESSARY IN THE OPERATION

OR PRODUCTION OF SAID SUBSTANCES FROM SAID PREMISES, FOR PERIOD OF TWENTY YEARS FROM MAY 13, 1920, AND SO LONG THEREAFTER AS OIL OR GAS, HYDROCARBON OR KINDRED SUBSTANCES BE PRODUCED IN PAYING QUANTITIES BY MEANS OF ANY WELLS OR OTHER WORKS CONSTRUCTED OR IN THE COURSE OF CONSTRUCTION AT THE EXPIRATION OF SAID TWENTY YEAR PERIOD, FOR THE RENTAL OR ROYALTY THEREIN PROVIDED. SAID LEASE PROVIDES THAT THE LESSORS SHALL HAVE THE USE OF THE SURFACE OF SAID LANDS FOR AGRICULTURAL, HORTICULTURAL AND GRAZING PURPOSES TO SUCH AN EXTENT AS WILL NOT INTERFERE WITH THE PROPER OPERATIONS OF THE LESSEE FOR OIL.

FOR FURTHER PARTICULARS REFERENCE IS HEREBY MADE TO SAID LEASE RECORDED JUNE 23, 1920 IN BOOK 138 PAGE 118 AS INSTRUMENT NO. 678, OF LESSEE.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.]

6. THE RESERVATION CONTAINED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CORPORATION, FILED FOR RECORD AUGUST 16, 1922 IN BOOK 1378 PAGE 75 AS INSTRUMENT NO. 154, OFFICIAL RECORDS, AS FOLLOWS:

"RESERVING, HOWEVER, UNTO THE GRANTORS THE ROYALTIES RESERVED TO THE LESSOR UNDER THAT CERTAIN OIL AND GAS LEASE COVERING SAID PROPERTY, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118 THEREOF, OF THE RECORDS OF THE SAID LOS ANGELES COUNTY, SUBJECT TO THE SAID GRANTORS PAYING AND DISCHARGING ALL TAXES AND OTHER CHARGES IMPOSED ON THE LESSOR UNDER THE TERMS OF SAID LEASE."

"ALSO RESERVING UNTO THE SAID GRANTORS, IN THE EVENT THAT SAID OIL AND GAS LEASE BE TERMINATED, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, OF THEIR SUCCESSORS SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OF EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PROPERTY."

7. A RECITAL IN THE DEED RECORDED AUGUST 16, 1922 IN BOOK 1378, PAGE 75, OFFICIAL RECORDS. "THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS TO SAID PARTY."

8. AN INDENTURE OF MORTGAGE OR DEED OF TRUST, AFFECTING SAID LAND AND OTHER PROPERTY AND AFTER ACQUIRED PROPERTY, TO SECURE

AN INDEBTEDNESS EVIDENCED BY BONDS, TO BE ISSUED IN SERIES AND OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, DATED AUGUST 15, 1925, EXECUTED BY: GENERAL PETROLEUM CORPORATION, TO THE BANK OF CALIFORNIA, TRUSTEE, RECORDED DECEMBER 11, 1925 IN BOOK 5552, PAGE 71, AS INSTRUMENT NO. 1379, OFFICIAL RECORDS.

9. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	CITY OF SANTA FE SPRINGS
PURPOSE	PUBLIC ROAD AND HIGHWAY
RECORDED	FEBRUARY 15, 1962
INSTRUMENT/FILE NO	3580, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

10. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	SOUTHERN CALIFORNIA EDISON COMPANY, A
	CORPORATION
PURPOSE	PUBLIC UTILITIES
RECORDED	JULY 9, 1968
INSTRUMENT/FILE NO	3031, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

11. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO	THE CITY OF SANTA FE SPRINGS, A MUNICIPAL
	CORPORATION
PURPOSE	STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED	APRIL 12, 1971
INSTRUMENT/FILE NO	3099, OF OFFICIAL RECORDS

SAID MATTER AFFECTS A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT.

12. WATER RIGHTS, CLAIMS OR TITLE TO WATER IN OR UNDER SAID LAND, WHETHER RECORDED OR NOT.

13. RIGHTS OF PARTIES IN POSSESSION OF SAID LAND BY REASON OF UNRECORDED LEASES.

14. MATTERS WHICH MAY BE DISCLOSED BY AN INSPECTION OR BY A

350046984

SURVEY OF SAID LAND SATISFACTORY TO THIS COMPANY, OR BY INQUIRY
OF THE PARTIES IN POSSESSION THEREOF.

REQUIREMENTS

THIS COMPANY WILL REQUIRE THE FOLLOWING TO INSURE A LOAN BY OR A CONVEYANCE FROM, THE ENTITY NAMED BELOW:

- A. A COPY OF THE CORPORATION BY-LAWS OR ARTICLES
- B. AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.
- C. THE NAMES AND POSITIONS OF THOSE PERSONS AUTHORIZED TO EXECUTE DOCUMENTS TO CONVEY SAID PROPERTY.

NAME OF CORPORATION: MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

NOTES

A. LENDERS NOTE:

IF AN ALTA LOAN POLICY - 1970, AMENDED 10-17-70 (AMENDED 12-6-85) IS REQUESTED, THE FOLLOWING WILL BE ADDED AS AN EXCLUSION FROM COVERAGE:

ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS THAT IS BASED ON:

(I) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(II) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR

(III) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR

(B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGEMENT OR LIEN CREDITOR.

EXHIBIT A

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

SCHEDULE B

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING OR ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.

(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:

(A) WHETHER OR NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;

(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;

(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;

(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR

(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE OR FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OR INDEBTEDNESS, TO COMPLY WITH THE APPLICABLE DOING BUSINESS LAWS, OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY OR THE TRANSACTION CREATING THE INTEREST OF THE INSURED LENDER, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY OR SIMILAR CREDITORS' RIGHTS LAWS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

CLTA PRELIMINARY REPORT FORM

3. EASEMENTS, LIENS, OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

2. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEYS' FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENTAL REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:

- * LAND USE
- * LAND DIVISION
- * IMPROVEMENTS ON THE LAND
- * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE ZONING COVERAGE DESCRIBED IN ITEMS 12 AND 13 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - - THIS DOES NOT LIMIT THE LABOR AND MATERIAL LIEN COVERAGE IN ITEM 8 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 5 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS. PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.
2. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION THEREOF.
3. EASEMENTS, LIENS, OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
4. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.
5. (A) UPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B) OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

CLTA PRELIMINARY REPORT FORM

3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
AND
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEY'S FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.

(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
 - (A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
 - (B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
 - (C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
 - (D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (EXCEPT TO THE EXTENT THAT THIS POLICY INSURES THE PRIORITY OF THE LIEN OF THE INSURED MORTGAGE OVER ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIAL); OR
 - (E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.
4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.
5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON USURY OR ANY CONSUMER CREDIT PROTECTION OR TRUTH IN LENDING LAW.
6. ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS (OR THE CLAIM OF PRIORITY OF ANY STATUTORY LIEN FOR SERVICES, LABOR OR MATERIALS OVER THE LIEN OF THE INSURED MORTGAGE) ARISING FROM AN IMPROVEMENT OR WORK RELATED TO THE LAND WHICH IS CONTRACTED FOR AND COMMENCED SUBSEQUENT TO DATE OF POLICY AND IS NOT FINANCED IN WHOLE OR IN PART BY PROCEEDS OF THE INDEBTEDNESS SECURED BY THE INSURED MORTGAGE WHICH AT DATE OF POLICY THE INSURED HAS ADVANCED OR IS OBLIGATED TO ADVANCE.
7. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - A. THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - B. THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OR EQUITABLE SUBORDINATION; OR
 - C. THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE: (I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR (II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

**4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
AND
AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COST, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY.
2. RIGHTS OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:
(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;
(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;
(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;
(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR
(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.
4. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
 - A. THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - B. THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE: (I) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR (II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

**5. "GOLD" COMPREHENSIVE PROTECTION
LOAN POLICY OF TITLE INSURANCE
EXCLUSIONS FROM COVERAGE**

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY AND THE COMPANY WILL NOT PAY LOSS OR DAMAGE, COSTS, ATTORNEYS' FEES OR EXPENSES WHICH ARISE BY REASON OF:

1. (A) ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING LAWS, ORDINANCES, OR REGULATIONS) RESTRICTING, REGULATING, PROHIBITING OR RELATING TO (I) THE OCCUPANCY, USE, OR ENJOYMENT OF THE LAND; (II) THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERECTED ON THE LAND; (III) A SEPARATION IN OWNERSHIP OR A CHANGE IN THE DIMENSIONS OR AREA OF THE LAND OR ANY PARCEL OF WHICH THE LAND IS OR WAS A PART; OR (IV) ENVIRONMENTAL PROTECTION, OR THE EFFECT OF ANY VIOLATION OF THESE LAWS, ORDINANCES OR GOVERNMENTAL REGULATIONS, EXCEPT TO THE EXTENT THAT A NOTICE OF THE ENFORCEMENT THEREOF OR A NOTICE OF A DEFECT, LIEN OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(A) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
(B) ANY GOVERNMENTAL POLICE POWER NOT EXCLUDED BY (A) ABOVE, EXCEPT TO THE EXTENT THAT A NOTICE OF THE EXERCISE THEREOF OR A NOTICE OF A DEFECT, LIEN, OR ENCUMBRANCE RESULTING FROM A VIOLATION OR ALLEGED VIOLATION AFFECTING THE LAND HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY. THIS EXCLUSION FROM COVERAGE 1(B) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 14, 15, 16, 17, 34, AND 41.
2. RIGHT OF EMINENT DOMAIN UNLESS NOTICE OF THE EXERCISE THEREOF HAS BEEN RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT NOT EXCLUDING FROM COVERAGE ANY TAKING WHICH HAS OCCURRED PRIOR TO DATE OF POLICY WHICH WOULD BE BINDING ON THE RIGHTS OF A PURCHASER FOR VALUE WITHOUT KNOWLEDGE.

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

**STEWART TITLE
GUARANTY COMPANY**

CLTA PRELIMINARY REPORT FORM

3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS:

(A) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT;

(B) NOT KNOWN TO THE COMPANY, NOT RECORDED IN THE PUBLIC RECORDS AT DATE OF POLICY, BUT KNOWN TO THE INSURED CLAIMANT AND NOT DISCLOSED IN WRITING TO THE COMPANY BY THE INSURED CLAIMANT PRIOR TO THE DATE THE INSURED CLAIMANT BECAME AN INSURED UNDER THIS POLICY;

(C) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT;

(D) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY (THIS EXCLUSION FROM COVERAGE 3(D) DOES NOT LIMIT THE COVERAGE PROVIDED IN INSURING PROVISIONS NUMBER 7, 8, 15, 16, 18, 21, 22, 24, 25, 26, 28, 29, 30, 32, 33, 34, 35, 38, 39, AND 40);

(E) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE INSURED MORTGAGE.

4. UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE BECAUSE OF THE INABILITY OR FAILURE OF THE INSURED AT DATE OF POLICY, OR THE INABILITY OR FAILURE OF ANY SUBSEQUENT OWNER OF THE INDEBTEDNESS, TO COMPLY WITH APPLICABLE DOING BUSINESS LAWS OF THE STATE IN WHICH THE LAND IS SITUATED.

5. INVALIDITY OR UNENFORCEABILITY OF THE LIEN OF THE INSURED MORTGAGE, OR CLAIM THEREOF, WHICH ARISES OUT OF THE TRANSACTION EVIDENCED BY THE INSURED MORTGAGE AND IS BASED UPON ANY CONSUMER CREDIT PROTECTION OR TRUTH-IN-LENDING LAW.

6. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION CREATING THE INTEREST OF THE MORTGAGEE INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:

(A) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR

(B) THE SUBORDINATION OF THE INTEREST OF THE INSURED MORTGAGEE AS A RESULT OF THE APPLICATION OF THE DOCTRINE OF EQUITABLE SUBORDINATION; OR

(C) THE TRANSACTION CREATING THE INTEREST OF THE INSURED MORTGAGEE BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:

(I) TO TIMELY RECORD THE INSTRUMENT OR TRANSFER; OR

(II) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

7. TAXES, ASSESSMENTS, COSTS, CHARGES, DAMAGES AND OTHER OBLIGATIONS TO THE GOVERNMENT SECURED BY STATUTORY LIENS THAT BECOME A LIEN ON THE LAND SUBSEQUENT TO DATE OF POLICY, BUT THIS EXCLUSION 7 DOES NOT LIMIT THE COVERAGE OF INSURING PROVISION 34.

6. "GOLD" COMPREHENSIVE PROTECTION RESIDENTIAL TITLE INSURANCE OWNER'S POLICY EXCLUSIONS

IN ADDITION TO THE EXCEPTIONS IN SCHEDULE B, YOU ARE NOT INSURED AGAINST LOSS, COSTS, ATTORNEY'S FEES, AND EXPENSES RESULTING FROM:

1. GOVERNMENTAL POLICE POWER, AND THE EXISTENCE OR VIOLATION OF ANY LAW OR GOVERNMENT REGULATION. THIS INCLUDES BUILDING AND ZONING ORDINANCES AND ALSO LAWS AND REGULATIONS CONCERNING:

- * LAND USE
- * LAND DIVISION

- * IMPROVEMENTS ON THE LAND
- * ENVIRONMENTAL PROTECTION

THIS EXCLUSION DOES NOT APPLY TO VIOLATIONS OR THE ENFORCEMENT OF THESE MATTERS WHICH APPEAR IN THE PUBLIC RECORDS AT POLICY DATE.

THIS EXCLUSION DOES NOT LIMIT THE COVERAGE DESCRIBED IN ITEMS 13(C), 13(D), 13(E), 14, 16, AND 21 OF COVERED TITLE RISKS.

2. THE RIGHT TO TAKE THE LAND BY CONDEMNING IT, UNLESS:

- * A NOTICE OF EXERCISING THE RIGHT APPEARS IN THE PUBLIC RECORDS ON THE POLICY DATE
- * THE TAKING HAPPENED PRIOR TO THE POLICY DATE AND IS BINDING ON YOU IF YOU BOUGHT THE LAND WITHOUT KNOWING OF THE TAKING

(LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS CONTINUED ON NEXT PAGE)

STEWART TITLE
GUARANTY COMPANY

CLTA PRELIMINARY REPORT FORM

3. TITLE RISKS:

- * THAT ARE CREATED, ALLOWED, OR AGREED TO BY YOU
- * THAT ARE KNOWN TO YOU, BUT NOT TO US, ON THE POLICY DATE - UNLESS THEY APPEARED IN THE PUBLIC RECORDS
- * THAT RESULT IN NO LOSS TO YOU
- * THAT FIRST AFFECT YOUR TITLE AFTER THE POLICY DATE - THIS DOES NOT LIMIT THE COVERAGE IN ITEMS 4, 9, 20, 22, AND 24 OF COVERED TITLE RISKS

4. FAILURE TO PAY VALUE FOR YOUR TITLE.

5. LACK OF A RIGHT:

- * TO ANY LAND OUTSIDE THE AREA SPECIFICALLY DESCRIBED AND REFERRED TO IN ITEM 3 OF SCHEDULE A
OR
- * IN STREETS, ALLEYS, OR WATERWAYS THAT TOUCH YOUR LAND.

THIS EXCLUSION DOES NOT LIMIT THE ACCESS COVERAGE IN ITEM 6 OF COVERED TITLE RISKS.

EXCEPTIONS FROM COVERAGE

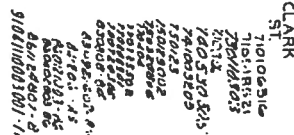
THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEYS' FEES OR EXPENSES) WHICH ARISE BY REASON OF:

1. ANY EASEMENTS OR LIENS NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE LIEN COVERAGE IN ITEM 9 OF COVERED TITLE RISKS.
2. ANY FACTS ABOUT THE LAND WHICH A CORRECT SURVEY WOULD DISCLOSE AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS. THIS DOES NOT LIMIT THE FORCED REMOVAL COVERAGE IN ITEM 13 OF COVERED TITLE RISKS.

STEWART TITLE
GUARANTY COMPANY

SCALE 1" = 200'

690421
0811001001001



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PARCEL MAP
P.M. 182-65-66

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 3
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 3
 3

ANDERSON'S MAP



Continental Land Title Company

Subsidiary of **Lawyers Title Insurance Corporation**

ISSUING OFFICE:

60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CA

- Mobil Oil Corp.
- 150 E. 42nd Street, suite 37W-605
- New York, N.Y. 10017

Attention: Angela

Your No. Florence & Norwalk
Our No. 8800474

Dated as of May 24, 1988 at 7:30 A.M.

Our report of May 5, 1988 is supplemented as follows:

() Item eliminated.

() No survey will be required for the issuance of an ALTA loan policy which will include CLTA Endorsement Form #100.
There is located on said land known as

County of _____, State of California.

() General and special County and City taxes for the fiscal year _____, as follows:

Total: \$
1st inst.: \$
2nd inst.: \$

Exemption:
Code No.:
Parcel No.:

() The following conveyance was recorded during a period of six months preceding the date of this report:

(7) Any right, interest or claims which may exist or arise by reason of the following matters disclosed by an inspection or survey:

- A) The fact 4 oil wells and 6 oil storage tanks are situate on said land.
- B) The fact that a pole and pole line are situate along a portion of the south lot line of said land.

Cal Bird
Title Officer



Continental Land Title Company

Subsidiary of
Lawyers Title
Insurance Corporation

ISSUING OFFICE:

DATE	ESCROW OR LOAN NUMBER	TITLE OFFICER	ORDER NUMBER
05-24-88	FLORENCE & NORWALK	CAL BIRD	8800474

- MOBIL OIL CORP.
- 150 E. 42ND ST #37W-605
- NEW YORK, N.Y. 10017

ATTN: ANGELA

ENCLOSED PLEASE FIND ORIG. AND 2 COPIES OF PRELIMINARY TITLE REPORT. ALSO ENCLOSED ARE 3 EXTRA COPIES OF LEGAL DESCRIPTION AND OWNER'S DECLARATION. BACK UP DOCS TO FOLLOW.

ENCLOSURES:

- | | |
|--|---|
| <input type="checkbox"/> Policy of Title Insurance | <input type="checkbox"/> Certified copy of |
| <input type="checkbox"/> C.C. & R. | <input type="checkbox"/> Copy of Policy of Title Insurance |
| <input type="checkbox"/> Deed from | <input type="checkbox"/> Fire Insurance Policy |
| <input type="checkbox"/> Deed of Trust | <input type="checkbox"/> Tax Bill |
| <input type="checkbox"/> Maps | <input type="checkbox"/> Recorded document returned to us by the County Recorder. |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Preliminary Report |

MLT

T-02 REV. 6/85

EMOMG 00556

CONTINENTAL LAND TITLE COMPANY
A WHOLLY OWNED SUBSIDIARY OF
LAWYERS TITLE INSURANCE CORPORATION
60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CALIFORNIA 91608
(818) 760-2700

MOBIL OIL CORP.
150 E. 42ND ST #37W-605
NEW YORK, N.Y.

ATTENTION: ANGELA

YOUR No. FLORENCE & NORWALK
OUR No. 8800474

DATED AS OF MAY 5, 1988 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF
TITLE INSURANCE

CONTINENTAL LAND TITLE COMPANY

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY []
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B [x]

Cal Bird DM
TITLE OFFICER CAL BIRD

SCHEDULE A ORDER NO. 8800474

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

ORDER NO. 8800474

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: NONE
LAND: \$20,464.00
IMPROVEMENTS: NONE
PERSONAL PROPERTY: NONE

CODE AREA: 5354
ASSESSMENT NO: 8009-25-8

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: ROADS, RAILROADS, DITCHES AND WATER COURSES
RECORDED: IN BOOK 60 PAGE 406 OF DEEDS

AFFECTS: EAST 30 FEET

2. AN OIL AND GAS LEASE BY AND BETWEEN THE PARTIES THEREIN, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118, AS DISCLOSED BY DEED RECORDED IN BOOK 1378 PAGE 75 OF OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

-CONTINUED-

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
GRANTED TO: CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE: RIGHT OF WAY FOR STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST.
- EXCEPT THE NORTHERLY 100.85 FEET OF THE EASTERLY 282 FEET OF SAID SOUTH HALF.
- TO BE KNOWN AS NORWALK BOULEVARD.
4. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID LAND LYING WITHIN NORWALK BOULEVARD AS SHOWN ON L.A.C.A. MAP NO. 8009-025.
5. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
6. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

END OF SCHEDULE B

s5-23-88

IMPORTANT INFORMATION

PLEASE REFER TO THE FOLLOWING "NOTE SECTION" FOR ANY INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

NOTE NO. 1: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: OILFIELD REDEVELOPMENT PROJECT AREA
RECORDED: SEPTEMBER 24, 1973 AS INSTRUMENT NO. 3200

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

-CONTINUED-

NOTE NO. 2: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.
REDEVELOPMENT

AGENCY: AMENDED OIL FIELD REDEVELOPMENT PROJECT AREA
RECORDED: AUGUST 26, 1976 AS INSTRUMENT NO. 3508

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REDEVELOPMENT

AGENCY: SECOND AMENDED OIL FIELD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NOS. 4528 AND
4529

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REDEVELOPMENT

AGENCY: AMENDED NORWALK BOULEVARD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NO. 4530 AND 4531

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NOTE NO. 5: THIS COMPANY WILL REQUIRE THAT A CORRECT SURVEY OF SAID LAND, SATISFACTORY TO THIS COMPANY, BE SUBMITTED. IT IS RECOMMENDED THAT THE SURVEYOR CONTACT THIS COMPANY PRIOR TO STARTING THE SURVEY.

-CONTINUED-

NOTE NO. 6:

SPECIAL REQUIREMENTS NOTICE (FUNDING)

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THE PURPOSE OF THE DECLARATION IS TO PROVIDE THIS COMPANY WITH CERTAIN INFORMATION THAT CANNOT NECESSARILY BE ASCERTAINED BY MAKING A PHYSICAL INSPECTION OF THE LAND.

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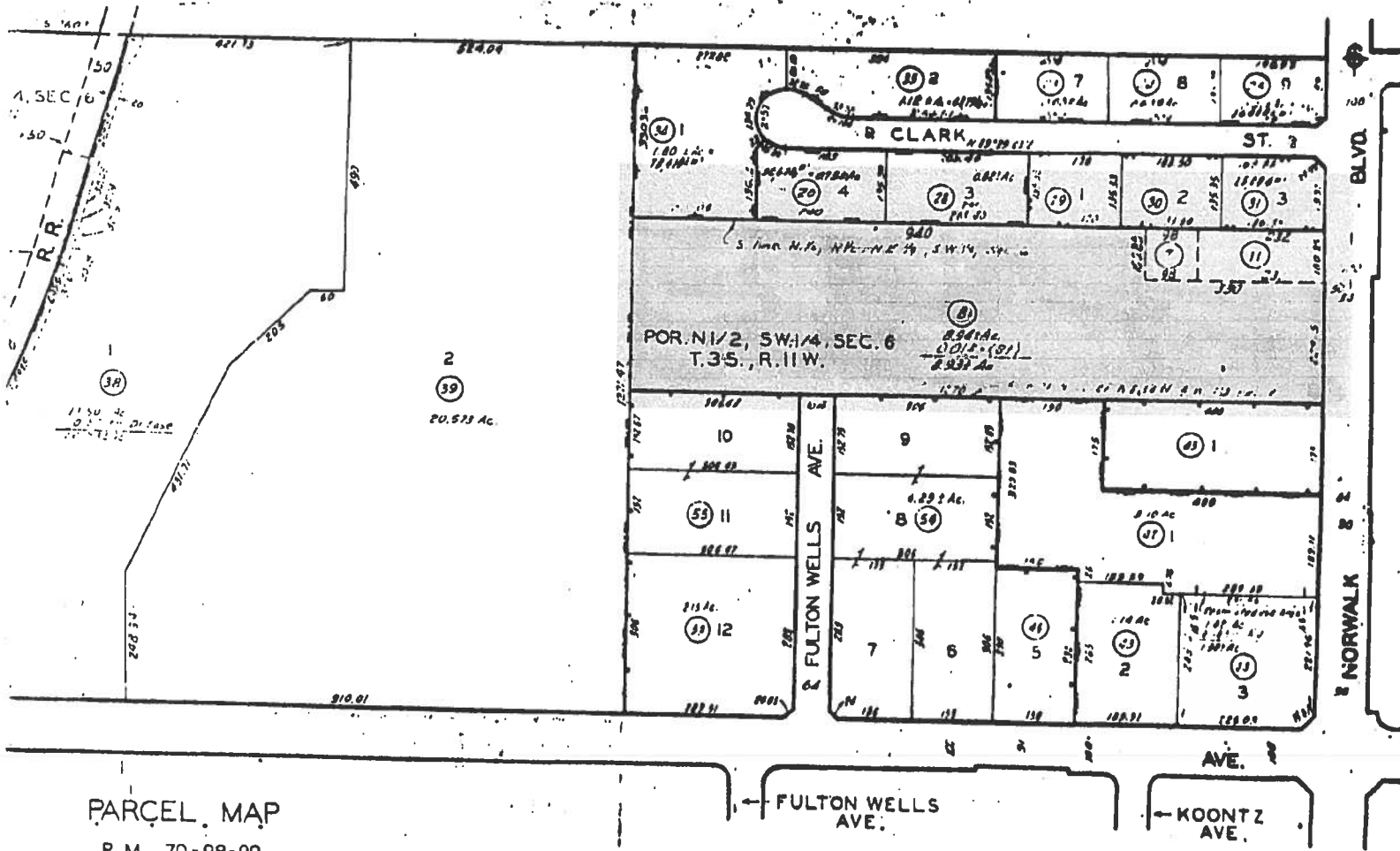
MOBIL OIL FOUNDATION

(A) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.

TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.



PARCEL MAP

P. M. 70-98-99

PARCEL MAP

P. M. 76-51-52

PARCEL MAP

P. M. 164-15-16

424-171 & 402

RANCHO SANTA GERTRUDES

SEC. TWP. & RGE. AS

PER M. R. 32-18

M. R. 32-18

PARCEL MAP

P. M. 32-90

PARCEL MAP

RM. 182-85-88

PARCEL MAP

P. M. 50-51

T 35 R. 11 W SEC. 6

THIS IS NOT A PLAT FOR A SURVEY IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON
THE ACCURACY OF THE SURVEY AND THE LIABILITY IS ASSURED BY REASON OF RELIANCE HEREON

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1973

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

3. Defects, liens, encumbrances, adverse Claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (CONTINUED)

3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1979

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protectionThis exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless a notice of taking appears in the public records on the Policy Date.
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records.
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land.This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B - EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Part I

- (a) Any rights, interests or claims of parties in possession of the land not shown by the public records.
- (b) Any easements or liens not shown by the public records.
This exception does not limit the lien coverage in Item 8 of Covered Title Risks.
- (c) Any facts about the land which a correct survey would disclose and which are not shown by the public records.
This exception does not limit the forced removal coverage in Item 12 of Covered Title Risks.
- (d) Any water rights, claims or title to water on or under the land.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-70)**

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessment for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.



Continental Lawyers Title Company

Subsidiary of
Lawyers Title
Insurance Corporation

ISSUING OFFICE: 800 E. COLORADO BLVD., 3RD FLOOR
PASADENA, CA 91101

DATE	ESCROW OR LOAN NUMBER	TITLE OFFICER	ORDER NUMBER
11/6/90	FLORENCE &	DENNIS LOVE	8800474 - 67

NORWALK

ENCLOSED PLEASE FIND COPY
OF DOCUMENT RECORDED IN BOOK
6329 PAGE 273 OF DEEDS,
AS PER YOUR REQUEST.

• MOBIL OIL CORP.
• 150 E. 42ND ST. #37W-605
• NEW YORK, NY 10017-5666

ATTN: ANGELA PERITORE
REAL ESTATE ANALYST

ENCLOSURES:

- | | |
|--|---|
| <input type="checkbox"/> Policy of Title Insurance | <input type="checkbox"/> Certified copy of |
| <input type="checkbox"/> C.C. & R. | <input type="checkbox"/> Copy of Policy of Title Insurance |
| <input type="checkbox"/> Deed from | <input type="checkbox"/> Fire Insurance Policy |
| <input type="checkbox"/> Deed of Trust | <input type="checkbox"/> Tax Bill |
| <input type="checkbox"/> Maps | <input type="checkbox"/> Recorded document returned to us by the County Recorder. |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Preliminary Report |

T-02 REV. 10/89

EMOMG 00566

CONTINENTAL LAND TITLE COMPANY
A WHOLLY OWNED SUBSIDIARY OF
LAWYERS TITLE INSURANCE CORPORATION
60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CALIFORNIA 91608
(818) 760-2700

MOBIL OIL CORP.
150 E. 42ND ST #37W-605
NEW YORK, N.Y.

ATTENTION: ANGELA

YOUR No. FLORENCE & NORWALK
OUR No. 8800474

DATED AS OF MAY 5, 1988 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF
TITLE INSURANCE

CONTINENTAL LAND TITLE COMPANY

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY []
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B [x]

Cal Bird DM
TITLE OFFICER CAL BIRD

SCHEDULE A ORDER NO. 8800474

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

ORDER NO. 8800474

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: NONE

LAND: \$20,464.00

IMPROVEMENTS: NONE

PERSONAL PROPERTY: NONE

CODE AREA: 5354

ASSESSMENT NO: 8009-25-8

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: ROADS, RAILROADS, DITCHES AND WATER COURSES

RECORDED: IN BOOK 60 PAGE 406 OF DEEDS

AFFECTS: EAST 30 FEET

2. AN OIL AND GAS LEASE BY AND BETWEEN THE PARTIES THEREIN, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118, AS DISCLOSED BY DEED RECORDED IN BOOK 1378 PAGE 75 OF OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

-CONTINUED-

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
GRANTED TO: CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE: RIGHT OF WAY FOR STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST.
- EXCEPT THE NORTHERLY 100.85 FEET OF THE EASTERLY 282 FEET OF SAID SOUTH HALF.
- TO BE KNOWN AS NORWALK BOULEVARD.
4. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID LAND LYING WITHIN NORWALK BOULEVARD AS SHOWN ON L.A.C.A. MAP NO. 8009-025.
5. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
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s5-23-88

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AGENCY: OILFIELD REDEVELOPMENT PROJECT AREA
RECORDED: SEPTEMBER 24, 1973 AS INSTRUMENT NO. 3200

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RECORDED: AUGUST 26, 1976 AS INSTRUMENT NO. 3508

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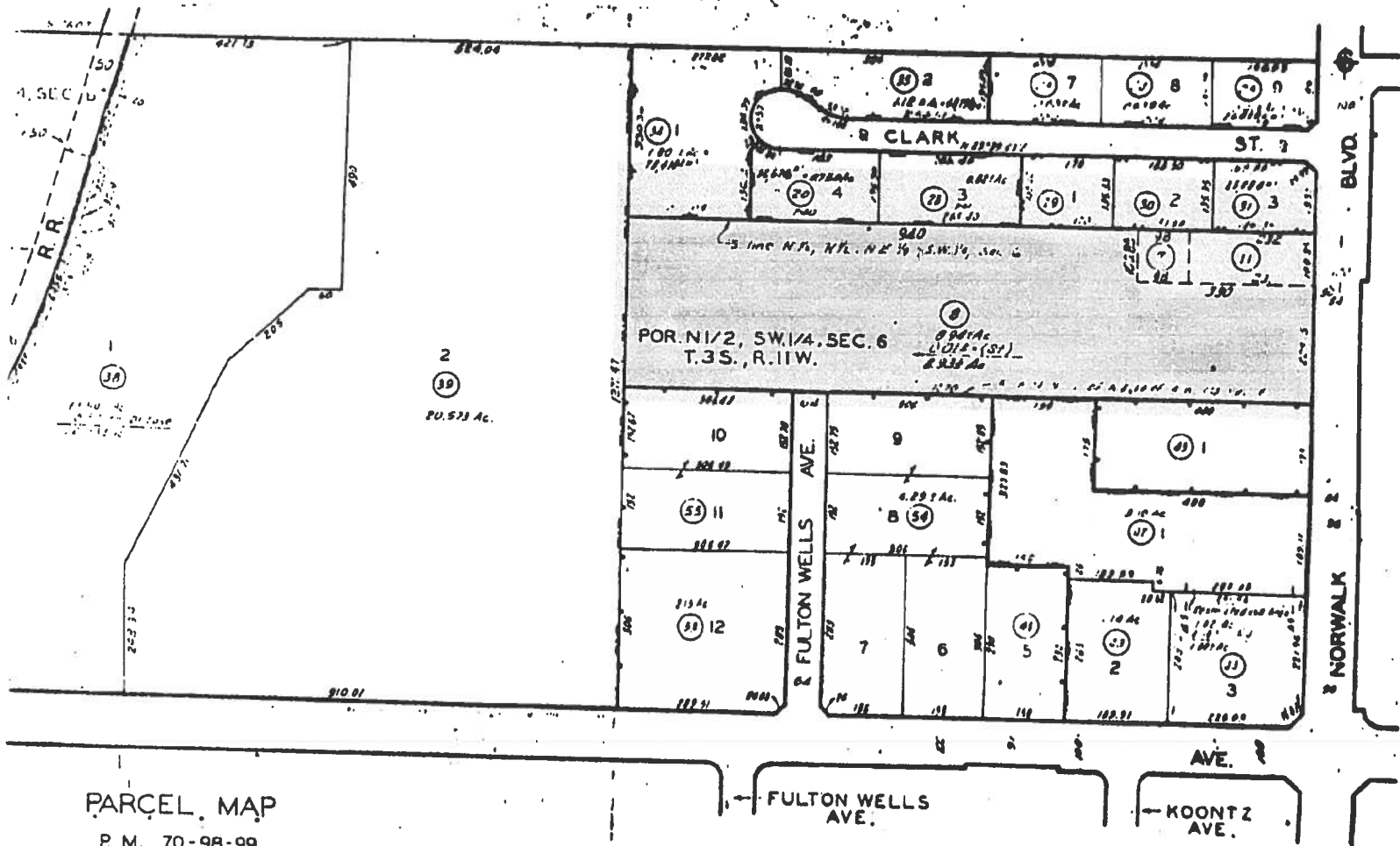
MOBIL OIL FOUNDATION

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(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.

TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.



PARCEL MAP

P. M. 70-98-99

PARCEL MAP

P. M. 76-51-52

PARCEL MAP

P. M. 164-15-18

& 402

RANCHO SANTA GERTRUDES

SEC, TWP. & RGE. AS

PER M. R. 32-18

M. R. 32-18

PARCEL MAP

P. M. 32-90

PARCEL MAP

P. M. 50-51

PARCEL MAP

P. M. 182-85-86

T 3 S R. 11 W SEC. 6

THIS MAP WAS A SURVEY IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON AND NO LIABILITY IS ASSUMED BY REASON OF NEGLIGENT PERSON

Order No. 8800474

DECLARATION

- 1.) Declarant² has requested Lawyers Title Insurance Corporation to issue its policy(s) of title insurance, binder(s), or commitment(s), preliminary report(s), guarantee(s), or endorsement(s), insuring an interest in or title to real property described in Exhibit A attached thereto (hereinafter referred to as "said property") without exception to or providing certain affirmative insurance against unrecorded matters.
- 2.) Declarant knows of no leases, defects, liens, encumbrances, adverse claims, or other matters affecting said property other than as shown on the preliminary report or commitment bearing the above-referenced order number, dated _____ and prepared by _____.
- 3.) Declarant hereby affirms that there is no one in possession or entitled to possession of said property other than the vestee shown in said preliminary report except: _____.
- 4.) Declarant hereby affirms that there are not liens or rights to liens upon said property for labor, services, materials, appliances, equipment, teams, or power furnished or to be furnished to the work of improvement which are imposed by law and not shown by the public records, whether done by an owner, lessee, sub-lessee or tenant and which has been completed within the last year or which is now in progress.

This Declaration is made to induce Lawyers Title Insurance Corporation to issue its policy(s) of title insurance with respect to the above-referenced order number.

Executed under penalty of perjury on this _____ day
of _____, 19_____.

Declarant

Address

Declarant

Address

CLT ORDER NO. 8800474

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

CLT ORDER NO. 8800474

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

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LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1973

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.

3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (CONTINUED)

3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1979

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protectionThis exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless a notice of taking appears in the public records on the Policy Date.
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records.
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land.This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B - EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Part I

- (a) Any rights, interests or claims of parties in possession of the land not shown by the public records.
- (b) Any easements or liens not shown by the public records.
This exception does not limit the lien coverage in Item 8 of Covered Title Risks.
- (c) Any facts about the land which a correct survey would disclose and which are not shown by the public records.
This exception does not limit the forced removal coverage in Item 12 of Covered Title Risks.
- (d) Any water rights, claims or title to water on or under the land.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-70)**

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessment for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONTINENTAL LAND TITLE COMPANY
A WHOLLY OWNED SUBSIDIARY OF
LAWYERS TITLE INSURANCE CORPORATION
60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CALIFORNIA 91608
(818) 760-2700

MOBIL OIL CORP.
150 E. 42ND ST #37W-605
NEW YORK, N.Y.

ATTENTION: ANGELA

YOUR No. FLORENCE & NORWALK
OUR No. 8800474

DATED AS OF MAY 5, 1988 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF
TITLE INSURANCE

CONTINENTAL LAND TITLE COMPANY

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY []
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B [x]

Cal Bird DM
TITLE OFFICER CAL BIRD

SCHEDULE A ORDER NO. 8800474

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

ORDER NO. 8800474

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: NONE

LAND: \$20,464.00

IMPROVEMENTS: NONE

PERSONAL PROPERTY: NONE

CODE AREA: 5354

ASSESSMENT NO: 8009-25-8

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: ROADS, RAILROADS, DITCHES AND WATER COURSES
RECORDED: IN BOOK 60 PAGE 406 OF DEEDS

AFFECTS: EAST 30 FEET

2. AN OIL AND GAS LEASE BY AND BETWEEN THE PARTIES THEREIN, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118, AS DISCLOSED BY DEED RECORDED IN BOOK 1378 PAGE 75 OF OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

-CONTINUED-

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
GRANTED TO: CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE: RIGHT OF WAY FOR STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST.
EXCEPT THE NORTHERLY 100.85 FEET OF THE EASTERLY 282 FEET OF SAID SOUTH HALF.
TO BE KNOWN AS NORWALK BOULEVARD.
4. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID LAND LYING WITHIN NORWALK BOULEVARD AS SHOWN ON L.A.C.A. MAP NO. 8009-025.
5. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
6. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

END OF SCHEDULE B

s5-23-88

IMPORTANT INFORMATION

PLEASE REFER TO THE FOLLOWING "NOTE SECTION" FOR ANY INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

NOTE NO. 1: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY:

OILFIELD REDEVELOPMENT PROJECT AREA

RECORDED:

SEPTEMBER 24, 1973 AS INSTRUMENT NO. 3200

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

-CONTINUED-

NOTE NO. 2: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: AMENDED OIL FIELD REDEVELOPMENT PROJECT AREA
RECORDED: AUGUST 26, 1976 AS INSTRUMENT NO. 3508

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 3: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: SECOND AMENDED OIL FIELD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NOS. 4528 AND
4529

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 4: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: AMENDED NORWALK BOULEVARD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NO. 4530 AND 4531

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 5: THIS COMPANY WILL REQUIRE THAT A CORRECT SURVEY OF SAID LAND, SATISFACTORY TO THIS COMPANY, BE SUBMITTED. IT IS RECOMMENDED THAT THE SURVEYOR CONTACT THIS COMPANY PRIOR TO STARTING THE SURVEY.

-CONTINUED-

NOTE NO. 6:

SPECIAL REQUIREMENTS NOTICE (FUNDING)

PLEASE BE ADVISED THAT THE FOLLOWING ARE ADDITIONAL COMPANY GUIDELINES PURSUANT TO CHAPTER 1004, CALIFORNIA STATUTES OF 1984, WHICH BECAME EFFECTIVE JANUARY 1, 1985. ALL FUNDINGS IN EXCESS OF FIVE MILLION DOLLARS (\$5,000,000.00) MUST BE BY WIRE TRANSFER ONLY. ALSO, IF THIS COMPANY IS REQUIRED TO MAKE DISBURSEMENTS BY WIRE TRANSFER, THEN FUNDS RECEIVED BY THIS COMPANY MUST BE BY WIRE TRANSFER IN THE AMOUNTS SUFFICIENT TO COVER SAID DISBURSEMENT.

NOTE NO. 7: THIS COMPANY IS REQUIRING THAT THE ATTACHED "DECLARATION" BE COMPLETED BY THE OWNER OF THE ESTATE DESCRIBED OR REFERRED TO IN SCHEDULE A, IMMEDIATELY PRIOR TO THE CLOSE OF THIS TRANSACTION AND RETURNED TO US FOR OUR APPROVAL.

THE PURPOSE OF THE DECLARATION IS TO PROVIDE THIS COMPANY WITH CERTAIN INFORMATION THAT CANNOT NECESSARILY BE ASCERTAINED BY MAKING A PHYSICAL INSPECTION OF THE LAND.

PLEASE CONTACT US IN THE EVENT YOU REQUIRE ASSISTANCE IN COMPLETING SAID DECLARATION.

NOTE NO. 8: THIS COMPANY WILL REQUIRE THE FOLLOWING TO INSURE A LOAN BY OR A CONVEYANCE FROM, THE ENTITY NAMED BELOW:

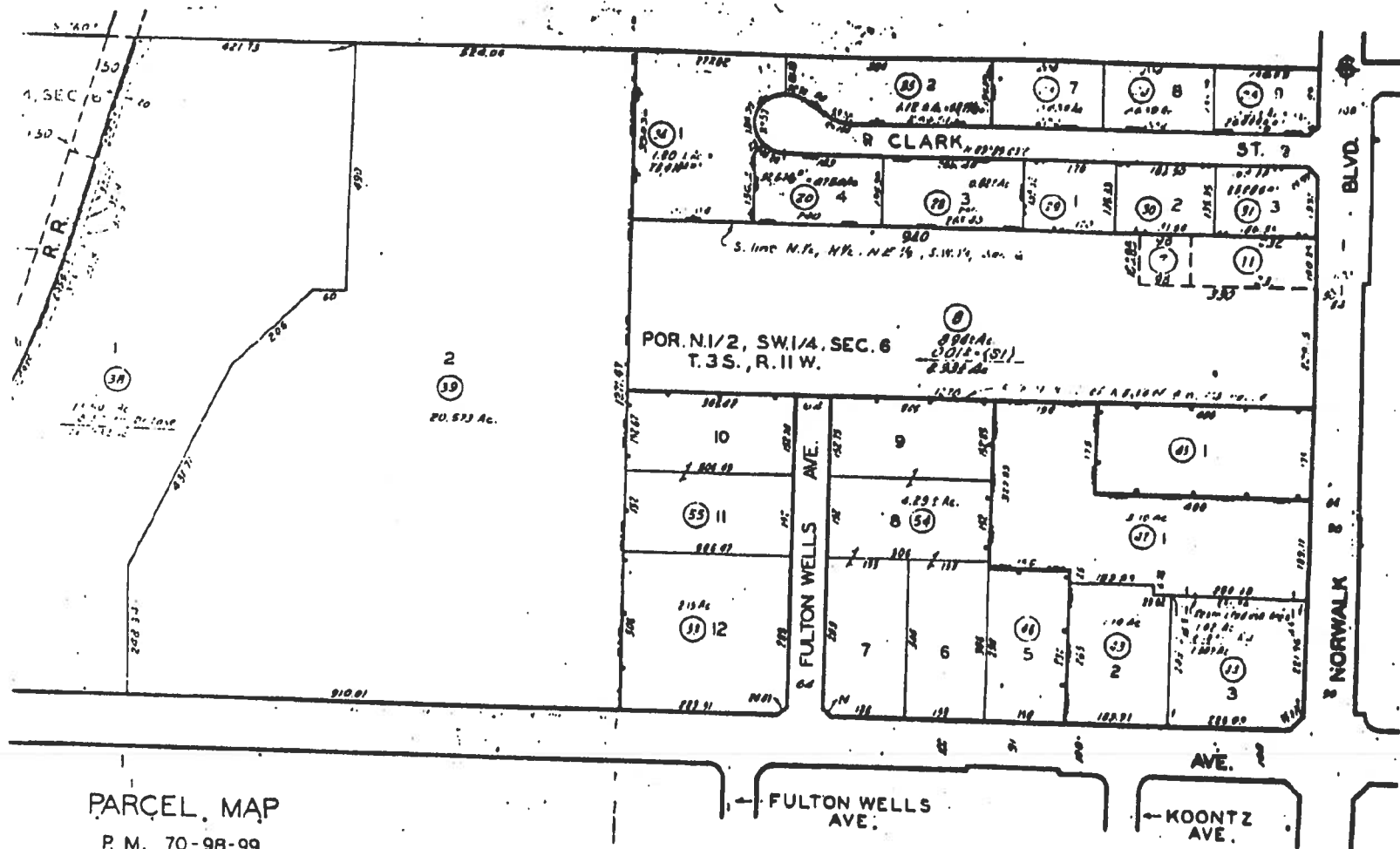
MOBIL OIL FOUNDATION

(A) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.

TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.



PARCEL MAP

P. M. 70-98-99

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PARCEL MAP

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270-101 & 402

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PARCEL MAP

P. M. 32-90

PARCEL MAP

P. M. 50-51

PARCEL MAP

P. M. 182-85-88

T 35 R. 11W SEC. 6

THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON. THE INFORMATION HEREON AND THEREON IS ASSURED BY THE AGENCY OF RELIANCE HEREON.

Continental Land Title Company

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1973

SCHEDULE B

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the Insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the Insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

- Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
- Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
- Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (CONTINUED)

3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1979

EXCLUSIONS

In addition to the exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protectionThis exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless a notice of taking appears in the public records on the Policy Date.
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records.
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land.This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

SCHEDULE B - EXCEPTIONS

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

Part I

- (a) Any rights, interests or claims of parties in possession of the land not shown by the public records.
- (b) Any easements or liens not shown by the public records.
This exception does not limit the lien coverage in Item 8 of Covered Title Risks.
- (c) Any facts about the land which a correct survey would disclose and which are not shown by the public records.
This exception does not limit the forced removal coverage in Item 12 of Covered Title Risks.
- (d) Any water rights, claims or title to water on or under the land.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970

WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE (AMENDED 10-17-70)

SCHEDULE OF EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessment for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

CONTINENTAL LAND TITLE COMPANY
A WHOLLY OWNED SUBSIDIARY OF
LAWYERS TITLE INSURANCE CORPORATION
60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CALIFORNIA 91608
(818) 760-2700-
304-2700

MOBIL OIL CORP.
150 E. 42ND ST #37W-605
NEW YORK, N.Y.

ATTENTION: ANGELA

YOUR No. FLORENCE & NORWALK
OUR No. 8800474

DATED AS OF MAY 5, 1988 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF
TITLE INSURANCE

CONTINENTAL LAND TITLE COMPANY

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY []
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B [x]

Cal Bird *DM*

TITLE OFFICER CAL BIRD
Dennis Love x 436

SCHEDULE A ORDER NO. 8800474

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

ORDER NO. 8800474

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: NONE

LAND: \$20,464.00

IMPROVEMENTS: NONE

PERSONAL PROPERTY: NONE

CODE AREA: 5354

ASSESSMENT NO: 8009-25-8

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: ROADS, RAILROADS, DITCHES AND WATER COURSES

RECORDED: IN BOOK 60 PAGE 406 OF DEEDS

AFFECTS: EAST 30 FEET

2. AN OIL AND GAS LEASE BY AND BETWEEN THE PARTIES THEREIN, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118, AS DISCLOSED BY DEED RECORDED IN BOOK 1378 PAGE 75 OF OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

-CONTINUED-

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
GRANTED TO: CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE: RIGHT OF WAY FOR STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST.
EXCEPT THE NORTHERLY 100.85 FEET OF THE EASTERLY 282 FEET OF SAID SOUTH HALF.
TO BE KNOWN AS NORWALK BOULEVARD.
4. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID LAND LYING WITHIN NORWALK BOULEVARD AS SHOWN ON L.A.C.A. MAP NO. 8009-025.
5. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
6. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

END OF SCHEDULE B

s5-23-88

IMPORTANT INFORMATION

PLEASE REFER TO THE FOLLOWING "NOTE SECTION" FOR ANY INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

NOTE NO. 1: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: OILFIELD REDEVELOPMENT PROJECT AREA
RECORDED: SEPTEMBER 24, 1973 AS INSTRUMENT NO. 3200

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

-CONTINUED-

NOTE NO. 2: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: AMENDED OIL FIELD REDEVELOPMENT PROJECT AREA
RECORDED: AUGUST 26, 1976 AS INSTRUMENT NO. 3508

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 3: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: SECOND AMENDED OIL FIELD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NOS. 4528 AND
4529

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 4: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY: AMENDED NORWALK BOULEVARD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NO. 4530 AND 4531

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 5: THIS COMPANY WILL REQUIRE THAT A CORRECT SURVEY OF SAID LAND, SATISFACTORY TO THIS COMPANY, BE SUBMITTED. IT IS RECOMMENDED THAT THE SURVEYOR CONTACT THIS COMPANY PRIOR TO STARTING THE SURVEY.

-CONTINUED-

NOTE NO. 6:

SPECIAL REQUIREMENTS NOTICE (FUNDING)

PLEASE BE ADVISED THAT THE FOLLOWING ARE ADDITIONAL COMPANY GUIDELINES PURSUANT TO CHAPTER 1004, CALIFORNIA STATUTES OF 1984, WHICH BECAME EFFECTIVE JANUARY 1, 1985. ALL FUNDINGS IN EXCESS OF FIVE MILLION DOLLARS (\$5,000,000.00) MUST BE BY WIRE TRANSFER ONLY. ALSO, IF THIS COMPANY IS REQUIRED TO MAKE DISBURSEMENTS BY WIRE TRANSFER, THEN FUNDS RECEIVED BY THIS COMPANY MUST BE BY WIRE TRANSFER IN THE AMOUNTS SUFFICIENT TO COVER SAID DISBURSEMENT.

NOTE NO. 7: THIS COMPANY IS REQUIRING THAT THE ATTACHED "DECLARATION" BE COMPLETED BY THE OWNER OF THE ESTATE DESCRIBED OR REFERRED TO IN SCHEDULE A, IMMEDIATELY PRIOR TO THE CLOSE OF THIS TRANSACTION AND RETURNED TO US FOR OUR APPROVAL.

THE PURPOSE OF THE DECLARATION IS TO PROVIDE THIS COMPANY WITH CERTAIN INFORMATION THAT CANNOT NECESSARILY BE ASCERTAINED BY MAKING A PHYSICAL INSPECTION OF THE LAND.

PLEASE CONTACT US IN THE EVENT YOU REQUIRE ASSISTANCE IN COMPLETING SAID DECLARATION.

NOTE NO. 8: THIS COMPANY WILL REQUIRE THE FOLLOWING TO INSURE A LOAN BY OR A CONVEYANCE FROM, THE ENTITY NAMED BELOW:

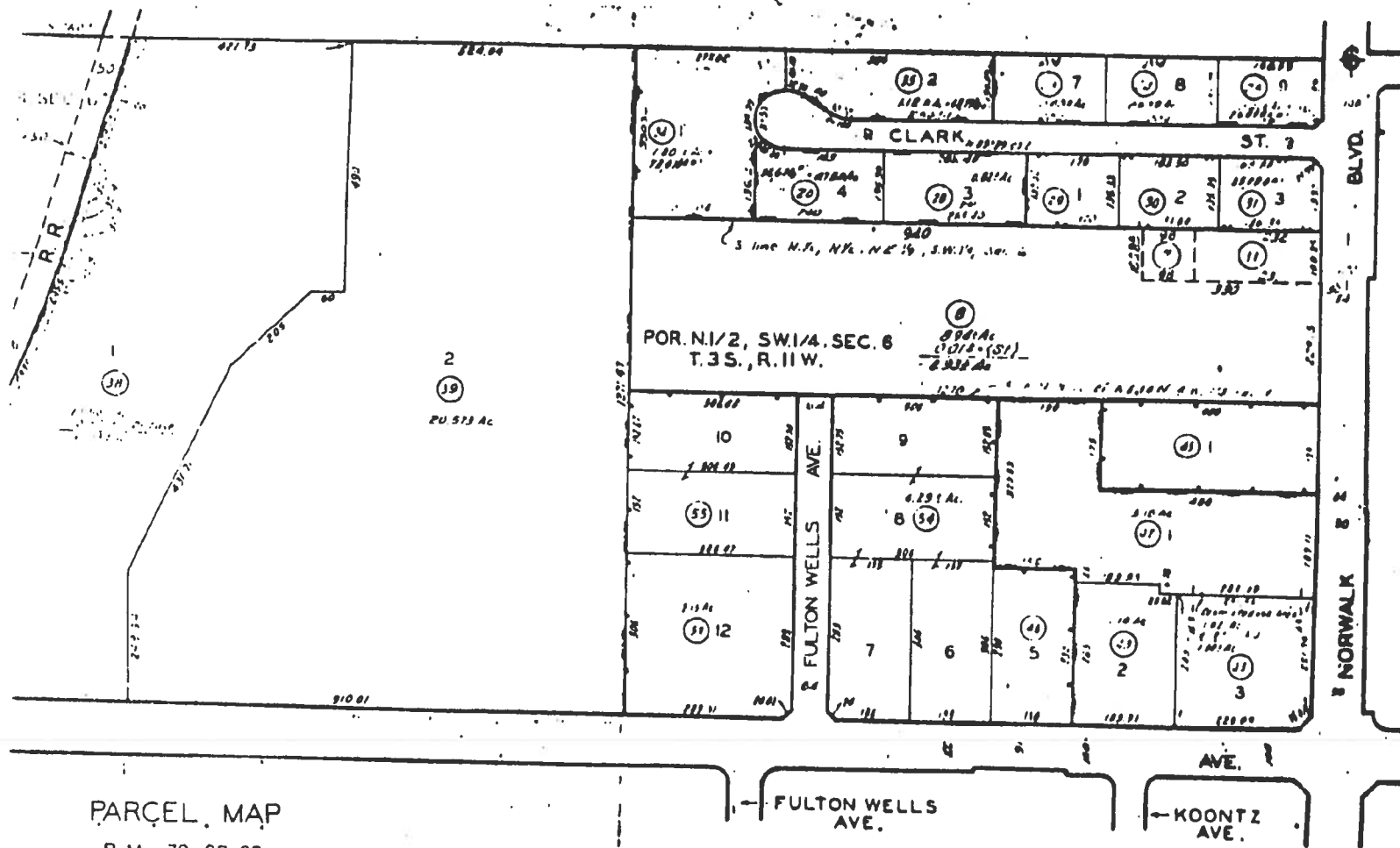
MOBIL OIL FOUNDATION

(A) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.

TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.



PARCEL MAP

P. M. 70-98-99

PARCEL MAP

P. M. 76-51-52

PARCEL MAP

P. M. 164-15-16

164-15-16 & 402

RANCHO SANTA GERTRUDES

SEC., TWP. & RGE. AS

PER M. R. 32-18

M. R. 32-18

PARCEL MAP

P. M. 32-90

PARCEL MAP

P. M. 50-51

PARCEL MAP

R. M. 182-65-66

T 35 S. R. 11 W SEC. 6

THIS IS NOT A SURVEY. IT IS PUBLISHED AS A CONVEYANCE TO LOCATE THE LAND INDICATED HEREON. THE STATE OF CALIFORNIA AND THE COUNTY OF LOS ANGELES ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

CLT ORDER NO. 8800474

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

South Pacific

YOUR NO. MOBIL OIL/SANTA FE
SPRINGS
OUR NO. 8847042

CONTINENTAL LAND TITLE COMPANY

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY [X]
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B []

EMOMG 00596

SCHEDULE A ORDER NO. 8847042

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO ERNEST R. KARNS AND RUTH M. KARNS, RECORDED JUNE 14, 1950 AS INSTRUMENT NO. 2977, IN BOOK 33386 PAGE 239 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND, IN THIS EVENT GRANTORS, OR THEIR SUCCESSORS SHALL HAVE ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF ALL OIL, GAS OR OTHER HYDROCARBON SUBSTANCES, PAYING A REASONABLE DAMAGE, IF ANY BE DONE, TO PROPERTY OF GRANTEE, AS WELL AS ALL INCREASE IN TAXES ON ACCOUNT OF THE DISCOVERY OR EXTRACTION OF OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IT BEING UNDERSTOOD THAT GRANTEE SHALL NOT BE OBLIGATED TO PAY ANY PORTION OF INCREASE OF TAXES, AND THIS CONVEYANCE IS INTENDED ONLY TO CONVEY THE SURFACE RIGHTS SAID PROPERTY, AS RESERVED IN THE DEED FROM JOHN RUSSELL AGEE AND WIFE, TO GENERAL PETROLEUM CORPORATION, A CALIFORNIA CORPORATION, FILED FOR RECORD AUGUST 16, 1922; IN BOOK 1378 PAGE 75, OF OFFICIAL RECORDS.

SCHEDULE B

ORDER NO. 8847042

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: \$-0-

LAND: \$20,464.00

IMPROVEMENTS: \$-0-

PERSONAL PROPERTY: \$-0-

CODE AREA: 05354

ASSESSMENT NO: 8009-025-008

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: CITY OF SANTA FE SPRINGS

PURPOSE: PUBLIC ROAD AND HIGHWAY PURPOSES

RECORDED: FEBRUARY 15, 1962 AS INSTRUMENT NO. 3580, IN BOOK D1513 PAGE 894, OFFICIAL RECORDS

AFFECTS: THE WESTERLY 4 FEET OF THE EASTERLY 34 FEET OF SAID LAND

2. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

GRANTED TO: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION

PURPOSE: PUBLIC UTILITIES

RECORDED: JULY 9, 1968 AS INSTRUMENT NO. 3031

AFFECTS: THE SOUTHERLY 5 FEET OF SAID LAND

3. COVENANTS, CONDITIONS AND RESTRICTIONS (DELETING THEREFROM ANY RESTRICTIONS BASED ON RACE, COLOR, OR CREED) AS SET FORTH IN THE DOCUMENT REFERRED TO IN THE NUMBERED ITEM LAST ABOVE SHOWN.

-CONTINUED-

SCHEDULE B PAGE 2 ORDER NO. 8847042

4. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
 GRANTED TO: THE CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
 PURPOSE: STREET, PUBLIC UTILITIES AND MUNICIPAL PURPOSES
 RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
 AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF SAID LAND
5. RIGHTS OF THE PUBLIC AND THE COUNTY OF LOS ANGELES, IN AND TO THE EASTERLY 30 FEET OF SAID LAND, WITHIN THE LINES OF NORWALK BLVD.

END OF SCHEDULE B

G 5-13-88

IMPORTANT INFORMATION

PLEASE REFER TO THE FOLLOWING "NOTE SECTION" FOR ANY INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

NOTE NO. 1: THIS COMPANY WILL REQUIRE THE FOLLOWING DOCUMENTS IN ORDER TO INSURE A CONVEYANCE OR ENCUMBRANCE BY THE CORPORATION NAMED BELOW.

CORPORATION: MOBIL OIL CORPORATION, A NEW YORK NONPROFIT CORPORATION.

(A) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES.

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION, TOGETHER WITH A CERTIFICATE OF COMPLIANCE PURSUANT TO SECTION 5912 OR 7912 CORPORATION CODE.

(C) IF THE ARTICLES OR BY-LAWS REQUIRE APPROVAL BY A "PARENT" ORGANIZATION, WE WILL ALSO REQUIRE A COPY OF THOSE BY-LAWS OR ARTICLES.

NOTE NO. 2: CAUTION

THIS PRELIMINARY TITLE REPORT HAS BEEN WRITTEN IN ANTICIPATION OF A CLTA POLICY TO BE ISSUED. IF YOUR TRANSACTION IS SOMETHING OTHER THAN WHAT HAS BEEN STATED, WE WILL REQUIRE ADDITIONAL INFORMATION. UPON RECEIVING SAID ADDITIONAL INFORMATION, WE WILL MAKE ADDITIONAL REQUIREMENTS IN ORDER TO CLOSE THIS TRANSACTION AND ISSUE THE POLICY(S) OF TITLE INSURANCE.

-CONTINUED-

ORDER NO. 8847042

NOTES CONTINUED...

TO AVOID DELAYS AT THE TIME OF CLOSING, PLEASE ADVISE THE TITLE OFFICER HEREIN NAMED OF ANY ADDITIONAL INFORMATION AND ALLOW AT LEAST ONE WEEK PRIOR TO THE CLOSE OF ESCROW, TO PROCESS THE INFORMATION AND RECEIVE APPROVAL.

NOTE NO. 3: BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THIS COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT THE VESTEE CORPORATION NAMED HEREIN:

(A) WAS DULY INCORPORATED ON MARCH 23, 1988, THE DATE TITLE WAS ACQUIRED BY THE SAID CORPORATION; AND

(B) IS NOW OF GOOD STANDING AND AUTHORIZED TO DO BUSINESS IN THE STATE OR COUNTRY WHERE THE SAID CORPORATION WAS FORMED.

SPECIAL NOTICE

NOTE: ON OR AFTER JULY 1, 1985, THE COUNTY RECORDER'S OFFICE WILL CHARGE, IN ADDITION TO THE REGULAR RECORDING CHARGES, AN EXTRA \$20.00 RECORDING FEE, UNLESS A DOCUMENT EVIDENCING A CHANGE OF OWNERSHIP IS ACCOMPANIED BY A "PRELIMINARY CHANGE OF OWNERSHIP REPORT". IN LIEU OF SAID REPORT, SIGNED BY THE TRANSFEREE, THE RECORDER WILL NOT CHARGE AN EXTRA FEE, IF THE DOCUMENT IS ACCOMPANIED BY AN AFFIDAVIT SIGNED BY THE TRANSFEREE THAT THE TRANSFEREE IS IN FACT NOT A RESIDENT OF CALIFORNIA. OUR TITLE BILLING WILL BE ADJUSTED TO INCLUDE SUCH ADDITIONAL FEES WHEN APPLICABLE.

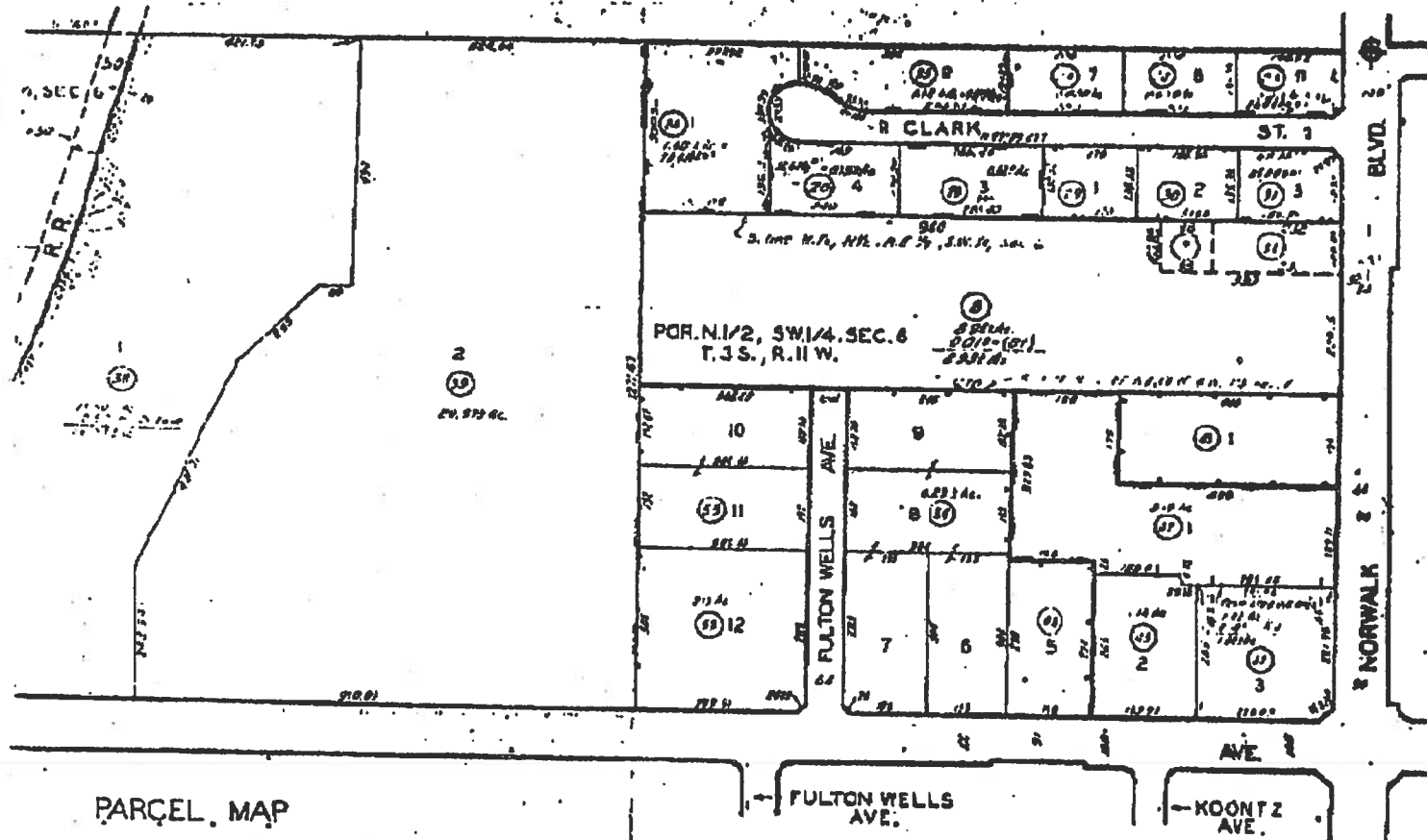
TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.

213683523: # 7

714 736 2935+

RCV BY: VILLAGE PROFESSL. CTR. : 6-13-88 : 3:00PM :



PARCEL MAP

P. M. 70-98-99

PARCEL MAP

P. M. 76-51-52

PARCEL MAP

P. M. 164-15-16

24-141 & 402

RANCHO SANTA GERTRUDES

SEC. TWP. & RGE. AS

PER M. R. 32-18

M. R. 32-18

PARCEL MAP

P. M. 32-90

PARCEL MAP

RM. 182-63-66

PARCEL MAP

P. M. 50-51

T 35 S. R. 11 W. SEC. 6
THIS IS NOT A SURVEY. IT IS PROVIDED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON.
IT IS NOT TO BE USED FOR ANY OTHER PURPOSE AND NO LIABILITY IS ASSUMED BY THE DRAWER OF THIS MAP.

CONTINENTAL LAND TITLE COMPANY
A WHOLLY OWNED SUBSIDIARY OF
LAWYERS TITLE INSURANCE CORPORATION
60 UNIVERSAL CITY PLAZA
UNIVERSAL CITY, CALIFORNIA 91608
(818) 760-2700

MOBIL OIL CORP.
150 E. 42ND ST #37W-605
NEW YORK, N.Y.

ATTENTION: ANGELA

YOUR NO. FLORENCE & NORWALK
OUR NO. 8800474

DATED AS OF MAY 5, 1988 AT 7:30 A.M.

IN RESPONSE TO THE ABOVE REFERENCED APPLICATION FOR A POLICY OF
TITLE INSURANCE

CONTINENTAL LAND TITLE COMPANY

HEREBY REPORTS THAT IT IS PREPARED TO ISSUE, OR CAUSE TO BE ISSUED AS OF THE DATE HEREOF, A POLICY OR POLICIES OF TITLE INSURANCE DESCRIBING THE LAND AND THE ESTATE OR INTEREST THEREIN HEREINAFTER SET FORTH, INSURING AGAINST LOSS WHICH MAY BE SUSTAINED BY REASON OF ANY DEFECT, LIEN OR ENCUMBRANCE NOT SHOWN OR REFERRED TO AS AN EXCEPTION IN SCHEDULE B OR NOT EXCLUDED FROM COVERAGE PURSUANT TO THE PRINTED SCHEDULES, CONDITIONS AND STIPULATIONS OF SAID POLICY FORMS.

THE PRINTED EXCEPTIONS AND EXCLUSIONS FROM THE COVERAGE OF SAID POLICY OR POLICIES ARE SET FORTH IN THE ATTACHED LIST. COPIES OF THE POLICY FORMS SHOULD BE READ. THEY ARE AVAILABLE FROM THE OFFICE WHICH ISSUED THIS REPORT.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

THE FORM OF POLICY OF TITLE INSURANCE CONTEMPLATED BY THIS REPORT IS:

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY []
2. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY []
3. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY []
4. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B [x]

Cal Bird DM
TITLE OFFICER CAL BIRD

SCHEDULE A ORDER NO. 8800474

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MOBIL FOUNDATION INC., A NEW YORK NOT-FOR-PROFIT CORPORATION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.

SCHEDULE B

ORDER NO. 8800474

AT THE DATE HEREOF EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM DESIGNATED ON THE FACE PAGE OF THIS REPORT WOULD BE AS FOLLOWS:

A. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 1988 - 1989 WHICH ARE A LIEN NOT YET PAYABLE.

B. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR PRORATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR 1987 - 1988

1ST INSTALLMENT: \$144.45

2ND INSTALLMENT: \$144.43

HOMEOWNERS EXEMPTION: NONE

LAND: \$20,464.00

IMPROVEMENTS: NONE

PERSONAL PROPERTY: NONE

CODE AREA: 5354

ASSESSMENT NO: 8009-25-8

C. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5 (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA.

1. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT

PURPOSE: ROADS, RAILROADS, DITCHES AND WATER COURSES

RECORDED: IN BOOK 60 PAGE 406 OF DEEDS

AFFECTS: EAST 30 FEET

2. AN OIL AND GAS LEASE BY AND BETWEEN THE PARTIES THEREIN, RECORDED IN BOOK 138 OF LEASES, AT PAGE 118, AS DISCLOSED BY DEED RECORDED IN BOOK 1378 PAGE 75 OF OFFICIAL RECORDS.

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

-CONTINUED-

3. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT
GRANTED TO: CITY OF SANTA FE SPRINGS, A MUNICIPAL CORPORATION
PURPOSE: RIGHT OF WAY FOR STREET, PUBLIC UTILITY AND MUNICIPAL PURPOSES
RECORDED: APRIL 12, 1971 AS INSTRUMENT NO. 3099
AFFECTS: THE WESTERLY 16 FEET OF THE EASTERLY 50 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST.
EXCEPT THE NORTHERLY 100.85 FEET OF THE EASTERLY 282 FEET OF SAID SOUTH HALF.
TO BE KNOWN AS NORWALK BOULEVARD.
4. RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID LAND LYING WITHIN NORWALK BOULEVARD AS SHOWN ON L.A.C.A. MAP NO. 8009-025.
5. ANY EASEMENTS NOT DISCLOSED BY THOSE PUBLIC RECORDS WHICH IMPART CONSTRUCTIVE NOTICE AND WHICH ARE NOT VISIBLE AND APPARENT FROM AN INSPECTION OF THE SURFACE OF SAID LAND.
6. WATER RIGHTS, CLAIMS OR TITLE TO WATER.

END OF SCHEDULE B

s5-23-88

IMPORTANT INFORMATION

PLEASE REFER TO THE FOLLOWING "NOTE SECTION" FOR ANY INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

NOTE NO. 1: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.

REDEVELOPMENT

AGENCY:

OILFIELD REDEVELOPMENT PROJECT AREA

RECORDED:

SEPTEMBER 24, 1973 AS INSTRUMENT NO. 3200

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

-CONTINUED-

PAGE NO. 3 ORDER NO. 8800474

NOTE NO. 2: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.
REDEVELOPMENT

AGENCY: AMENDED OIL FIELD REDEVELOPMENT PROJECT AREA
RECORDED: AUGUST 26, 1976 AS INSTRUMENT NO. 3508

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 3: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.
REDEVELOPMENT

AGENCY: SECOND AMENDED OIL FIELD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NOS. 4528 AND
4529

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 4: THE FACT THAT SAID LAND IS INCLUDED WITHIN A PROJECT AREA OF THE REDEVELOPMENT AGENCY SHOWN BELOW, AND THAT PROCEEDINGS FOR THE REDEVELOPMENT OF SAID PROJECT HAVE BEEN INSTITUTED UNDER THE REDEVELOPMENT LAW (SUCH REDEVELOPMENT TO PROCEED ONLY AFTER THE ADOPTION OF THE REDEVELOPMENT PLAN) AS DISCLOSED BY A DOCUMENT.
REDEVELOPMENT

AGENCY: AMENDED NORWALK BOULEVARD REDEVELOPMENT
PROJECT AREA
RECORDED: DECEMBER 20, 1976 AS INSTRUMENT NO. 4530 AND 4531

THIS ITEM IS SHOWN FOR INFORMATION PURPOSES ONLY AND WILL NOT SHOW IN POLICIES OF TITLE INSURANCE, WHEN ISSUED.

NOTE NO. 5: THIS COMPANY WILL REQUIRE THAT A CORRECT SURVEY OF SAID LAND, SATISFACTORY TO THIS COMPANY, BE SUBMITTED. IT IS RECOMMENDED THAT THE SURVEYOR CONTACT THIS COMPANY PRIOR TO STARTING THE SURVEY.

-CONTINUED-

NOTE NO. 6:

SPECIAL REQUIREMENTS NOTICE (FUNDING)

PLEASE BE ADVISED THAT THE FOLLOWING ARE ADDITIONAL COMPANY GUIDELINES PURSUANT TO CHAPTER 1004, CALIFORNIA STATUTES OF 1984, WHICH BECAME EFFECTIVE JANUARY 1, 1985. ALL FUNDINGS IN EXCESS OF FIVE MILLION DOLLARS (\$5,000,000.00) MUST BE BY WIRE TRANSFER ONLY. ALSO, IF THIS COMPANY IS REQUIRED TO MAKE DISBURSEMENTS BY WIRE TRANSFER, THEN FUNDS RECEIVED BY THIS COMPANY MUST BE BY WIRE TRANSFER IN THE AMOUNTS SUFFICIENT TO COVER SAID DISBURSEMENT.

NOTE NO. 7: THIS COMPANY IS REQUIRING THAT THE ATTACHED "DECLARATION" BE COMPLETED BY THE OWNER OF THE ESTATE DESCRIBED OR REFERRED TO IN SCHEDULE A, IMMEDIATELY PRIOR TO THE CLOSE OF THIS TRANSACTION AND RETURNED TO US FOR OUR APPROVAL.

THE PURPOSE OF THE DECLARATION IS TO PROVIDE THIS COMPANY WITH CERTAIN INFORMATION THAT CANNOT NECESSARILY BE ASCERTAINED BY MAKING A PHYSICAL INSPECTION OF THE LAND.

PLEASE CONTACT US IN THE EVENT YOU REQUIRE ASSISTANCE IN COMPLETING SAID DECLARATION.

NOTE NO. 8: THIS COMPANY WILL REQUIRE THE FOLLOWING TO INSURE A LOAN BY OR A CONVEYANCE FROM, THE ENTITY NAMED BELOW:

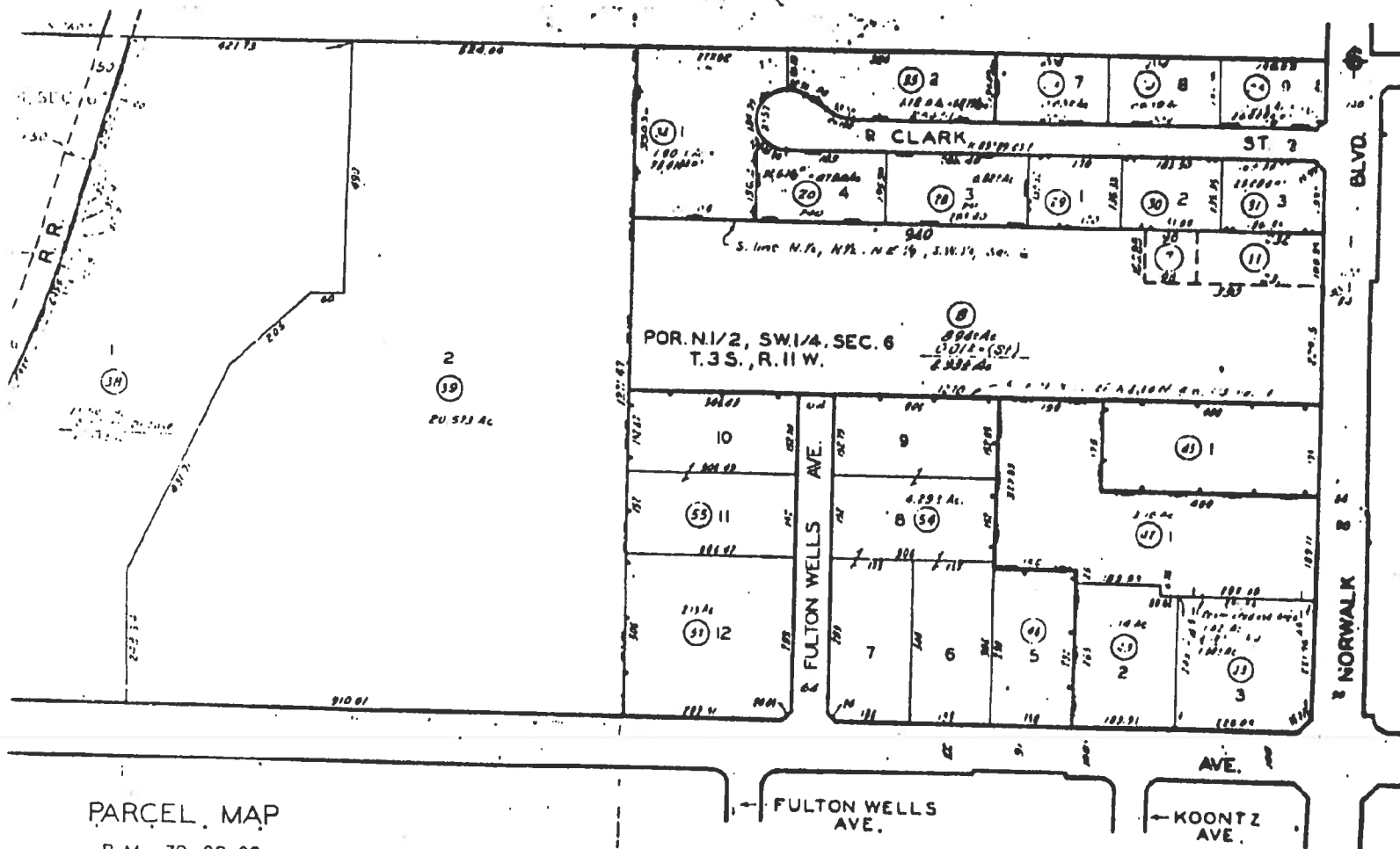
MOBIL OIL FOUNDATION

(A) A COPY OF THE CORPORATION BY-LAWS OR ARTICLES

(B) AN ORIGINAL OR CERTIFIED COPY OF THE RESOLUTION AUTHORIZING THE SUBJECT TRANSACTION.

TAX ADVANCE NOTE:

IN ORDER TO PROPERLY APPLY ANY PAYMENTS FOR REAL PROPERTY TAXES IN AN EFFICIENT AND TIMELY MANNER, THIS OFFICE SHOULD BE SENT THE TAX BILLS WHICH ARE IN THE POSSESSION OF THE OWNER (S), PRIOR TO THE CLOSE OF THIS TRANSACTION. THIS OFFICE WILL THEN BE ABLE TO FORWARD SAID BILLS ALONG WITH THE NECESSARY PAYMENT. IT HAS BEEN DETERMINED THAT DELAYS IN CONFIRMING TAX PAYMENTS ARE GREATLY MINIMIZED WHEN THE TAX BILLS ARE FORWARDED TO THE L. A. COUNTY TAX COLLECTOR ALONG WITH THE REQUISITE PAYMENTS.



PARCEL MAP

P M 70-98-99

PARCEL MAP

P M 76-51-52

PARCEL MAP

P M 164-15-16

100-101 & 402

RANCHO SANTA GERTRUDES

SEC, TWP. & RGE. AS

PER M. R. 32 - 10

M. R. 32 - 10

PARCEL MAP

P M 32-90

PARCEL MAP

P M 50-51

PARCEL MAP

RM. 182-85-88

T 35 R. 11 W SEC. 6

THIS IS EITHER A PLAT FOR A SURVEY OR IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND INDICATED HEREON. THE SURVEYOR'S LIABILITY IS LIMITED BY THE ACT OF RELIANCE HEREON.

CLT ORDER NO. 8800474

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF SANTA FE SPRINGS, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922 AND RECORDED AUGUST 16, 1922 IN BOOK 1378 PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 100.85 FEET TO THE POINT OF BEGINNING.



First American Title Insurance Company

114 EAST FIFTH STREET, (P. O. BOX 267) SANTA ANA, CALIFORNIA 92702 • (714) 558-3211

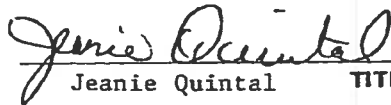
520 North Central Avenue, Glendale, California 91203 (818)242-5800

3/2/94

First American Title Ins. Co.
P O Box 220510
Chantilly, Va. 22022-0510
Attn: Debbie Remington

Your No. NA 10328
Our No. 9404650-21
Dated as of 2/16/94

at 7:30 a.m.


Jeanie Quintal

TITLE OFFICER

SUPPLEMENTAL COMMITMENT

The above numbered commitment (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of a policy of title insurance as follows:

We herein amend the recording reference for Item #11.

Recorded: August 26, 1975 as Instrument No. 3508.

(xx) copy of Item #11 enclosed

ENCLOSED PLEASE FIND ITEMIZED EXCEPTIONS FOR THE FOLLOWING:

First American Title Ins. (one copy)
Mobil Foundation (two copies)

CC: Mobil Foundation
11911 Freedom Drive, #400
Reston, Va 22090-5606
Maureen Toomey
Re: 10607 Norwalk Blvd, Santa Fe Springs, Calif



Commitment For Title Insurance

First American Title Insurance Company

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (By Policy Type)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *William C. Zaenker* SECRETARY

BY

COUNTERSIGNED



CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section 2 may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section 1 are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section 1

or

eliminate with our written consent any Exceptions shown in
Schedule B - Section 2.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

SCHEDULE A

1. Commitment Date: February 16, 1994 Commitment No.: 9404650-21
2. Policy or Policies to be issued: Policy Amount:
ALTA LOAN POLICY \$ 3,000,000.00
Proposed Insured:
TO BE DETERMINED
3. a. The estate or interest in the land described in this Commitment is:
a fee.
b. Title to said estate or interest at the date hereof is vested in:
MOBIL FOUNDATION INC., A New York not-for-profit corporation.
4. The land referred to in this Commitment is in the State of California, County of Los Angeles, and is described as follows:

The South half of the North half of the Northeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West, San Bernardino Base and Meridian, in the city of Santa Fe Springs, in the office of the county recorder of said county.

EXCEPT therefrom all oil, gas and hydrocarbon substances contained in said land as reserved in that grant deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922 and recorded August 16, 1992 in Book 1378 Page 75 of the Official Records of said county.

ALSO EXCEPT therefrom, that Parcel of land as conveyed in that grant deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

ALSO EXCEPT at the Northeast corner of said South half of the North half of the Northeast quarter of the Southwest quarter of Section; thence Westerly along the Northerly line of said South half of the North half of the Northeast quarter of the Southwest quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South half of the North half of the Northeast quarter of the Southwest quarter, 100.85 feet; thence Easterly and

parallel to the Northerly line of said South half of the North half of the Northeast quarter of the Southwest quarter, 380.0 feet; thence Northerly along the Easterly line of said South half of the North half of the Northeast quarter of the Southwest quarter 100.85 feet to the point of beginning..

SCHEDULE B - Section 1
Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Release(s) or Reconveyance(s) of item(s) NONE.
- (f) NONE.
- (g) You must give us the following information:
 - 1. Statement(s) of identity, all parties.

- 1. The requirement that this company be furnished with the by-laws and a resolution pursuant to said by-laws authorizing the transaction contemplated herein,
From: "Mobil Foundation Inc."

- 2. Deed of Trust to record.

- 3. Rights of parties in possession of said land by reason of any unrecorded leases.

PLEASE SUBMIT ANY SUCH LEASES TO THIS COMPANY FOR OUR EXAMINATION.

- 3a. General and special county and/or city taxes, including special assessments and/or personal property taxes, if any
 - Fiscal Year: 1993-1994.
 - Total: \$ 829.22 paid.
 - First Installment: \$ 414.62.
 - Second Installment: \$ 414.60.
 - Exemptions,
(Veterans or Homeowners): \$ none.
 - Code No.: 5354.
 - Parcel No.: 8009-025-008.

- 3b. The lien of supplemental taxes and/or adjusted taxes, if any,

assessed pursuant to the California Revenue and Taxation Code.

4. An easement for purposes herein stated, and rights incidental thereto as provided in a document
For: roads, railroads, ditches and water courses.
Affects: the East 30 feet of said land.
Recorded: in Book 60 Page 406 of Deeds.

5. An oil and gas lease by and between the parties therein, recorded in Book 138 of leases, at Page 118, as disclosed by deed recorded in Book 1378 Page 75 of Official Records.

Matters affecting the present interest of the lessor or lessee are not shown herein.

6. An easement for purposes herein stated, and rights incidental thereto as provided in a document
For: public road and highway purposes.
Affects: the Westerly 4 feet of the Easterly 34 feet of said land.
Recorded: February 15, 1962 as Instrument No. 3588, in Book D1513 Page 894, Official Records.

7. An easement for purposes herein stated, and rights incidental thereto as provided in a document
For: public utilities.
Affects: the Southerly 5 feet of said land.
Recorded: July 9, 1968 as Instrument No. 3031.

8. Covenants, conditions and restrictions, (deleting therefrom any restrictions based on race, color, or creed), as set forth in the document above mentioned.

9. An easement for purposes herein stated, and rights incidental thereto as provided in a document
For: right of way for street, public utility and municipal purposes.
Affects: the Westerly 16 feet of the Easterly 50 feet of the South half of the North half of the Northeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West.
Recorded: April 12, 1971 as Instrument No. 3099.

10. The fact that said land is within the boundaries of the Oilfield Redevelopment Project Area redevelopment area, as disclosed by a document,
Recorded: September 24, 1973 as Instrument No. 3200.

11. The fact that said land is within the boundaries of the Amended Oil Field Redevelopment Project Area redevelopment area, as disclosed by a document,
Recorded: August 26, 1976 as Instrument No. 3508.

12. The fact that said land is within the boundaries of the Second Amended Oil Field Redevelopment Project Area redevelopment area, as disclosed by a document,
Recorded: December 20, 1976 as Instrument No. 4528.
13. The fact that said land is within the boundaries of the Amended Norwalk Boulevard Redevelopment Project Area redevelopment area, as disclosed by a document,
Recorded: December 20, 1976 as Instrument No. 4530 and 4531.
14. Rights of parties in possession of said land by reason of any unrecorded leases.

PLEASE SUBMIT ANY SUCH LEASES TO THIS COMPANY FOR OUR EXAMINATION.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY - 1987 EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - land use
 - land division
 - improvements on the land
 - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - a notice of exercising the right appears in the public records on the Policy Date
 - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - that are created, allowed, or agreed to by you
 - that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - that result in no loss to you
 - that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

5
 nineteen hundred and twenty-two, before me, Elmer Reed, a Notary Public in and for the County, residing therein, duly commissioned and sworn, personally appeared Laura May, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same. Witness my hand and official seal.

(Notarial Seal)

Elmer Reed, Notary Public

in and for the County of Los Angeles, State of California.

#1024. A copy of original, recorded at request of Mortgages, Aug. 16, 1922, 16 min, past 2 P.M. Deputy.
 Copyist #14. Compared. C.L. Loran, County Recorder, By *[Signature]*

U.S.I.P.S. \$2.00 cancelled. Grant Deed. J. C. Lennox and Lizzie H. Lennox, his wife, in consideration of Ten and no/100 Dollars to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to George H. Batts the real property in the City of and County of Los Angeles, State of California, described as

All of Lots Sixteen (16) Seventeen (17) and Eighteen (18), of Tract No. Twenty-eight Hundred Sixty-seven (2867), as per map recorded in Book 28 Page 84 of Maps, in the office of the County Recorder of said County: Except the North sixty-five feet thereof;

Subject to taxes for the fiscal year 1922/1923;

Subject to the Conditions, Restrictions, Reservations, Rights and Rights of Way of Record. To Have and To Hold to said grantee, his heirs or assigns forever.

Witness our hands this 11th day of August, 1922.

J. C. Lennox.
 Lizzie H. Lennox.

State of California, County of Los Angeles: ss.

On this 11th day of August, 1922, before me, --- a Notary Public in and for said County personally appeared J. C. Lennox and Lizzie H. Lennox, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same. Witness my hand and official seal.

(Notarial Seal)

May Anderson, Notary Public

in and for the County of Los Angeles, State of California.

#242. A copy of original, recorded at request of Title Insurance & Tr. Co., Aug. 16, 1922, at 8:30 A.M. Copyist #14. Compared. C.L. Loran, County Recorder, By *[Signature]* Deputy.

U.S.I.P.S. \$30.00 cancelled. Grant Deed. John Russell Agee, and Winifred H. Agee, his wife, in consideration of Ten Dollars (\$10.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to General Petroleum Corporation, a California corporation, all that real property situate in the County of Los Angeles, State of California, described as follows:

The south half (S $\frac{1}{2}$) of the north half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M.: Except the east thirty (30) feet reserved for roads, railroads, ditches and water courses, by deed recorded in Book 60 Page 406 of Deed, records of said County. Also an undivided half of that portion of the north half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of said Section Six (6), Township 3 south, Range 11 west, S.B.M., described as follows: Beginning at a point thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter; thence south, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence east, parallel with the north line of said southwest quarter, fifteen (15) feet; thence north, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence west fifteen (15) feet to the point of beginning, together with the pumping plant located thereon.

Also an easement for a pipe line over a strip of land four (4) feet in width, the width of

thence being described as follows: Beginning at a point in the above described property distant thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter, said point of beginning being the center of a stand-pipe running thence east, parallel with the north line of said southwest quarter, to a point in the east line thereof.

Reserving, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 130 of Leases, at page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease.

Also Reserving unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydrocarbon substances contained in said land. In this event grantors or their successors, shall have all rights incident or necessary to the convenient extraction of all oil, gas or other hydrocarbon substances, paying a reasonable damage, if any be done, to property of grantees, as well as all increase in taxes on account of the discovery of extraction of oil, gas and other hydrocarbon substances, it being understood that grantees shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property. Subject to taxes for the fiscal year 1922-1923.

To Have and To Hold to the said grantees, its successors or assigns, forever.

Witness our hands this 31st day of July, 1923

John Russell Arce.
Winifred H. Arce.

State of California, County of Los Angeles: ss.

On this 11th day of August, 1923, before me, Lois Risby, a Notary Public in and for said County, personally appeared John Russell Arce and Winifred H. Arce, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

Witness my hand and official seal.

(Notarial Seal)

Lois Risby, Notary Public

In and for the County of Los Angeles, State of California.

A copy of original, recorded at request of Title Insurance & Tr. Co., Aug. 16, 1922, at 8:50 p.m. A.M. Copies file Compared. Charles E. County Recorder. By E. L. Deputy.

U.S. P. O. 25-40 cancelled. Bargain and Sale Deed. Joint Tenants.

This Indenture, Made the 8th day of August, in the year of our Lord nineteen hundred and Twenty-two, between Ralph G. Shea and Carrie Shea, husband and wife, the parties of the first part, and John Sharrock and Madell L. Sharrock, husband and wife, as Joint-Tenants with right of survivorship, the parties of the second part:

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, in gold coin of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said parties of the second part, as Joint Tenants; and not as tenants in common, and to the survivor of them and the heirs and assigns of said survivor forever, all that certain real property situated in the City of--- County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit:

Lot Five (5) of the Mine Improvement Tract, in the County of Los Angeles, State of California, as per map recorded in Book 12, page 149 of Maps, in the office of the County Recorder of said County. Subject to taxes for the fiscal year 1922-23 and conditions, restrictions and reservations of record.

358 10/1
6/2/58

3125/25

well 113

PARTIAL ASSIGNMENT


THIS AGREEMENT, made and entered into as of the first day of May, 1958, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter designed "Assignor", and HATHAWAY COMPANY, a California corporation, hereinafter designated "Assignee",

W I T N E S S E T H:

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 138 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 334 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease unto GENERAL PETROLEUM CORPORATION, a Delaware corporation, (formerly GENERAL PETROLEUM CORPORATION OF CALIFORNIA), together with all its rights, benefits, privileges, title and interest in and to the land;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereby assigns and conveys to HATHAWAY COMPANY, its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject



to the terms hereof, said Oil and Gas Lease dated May 13, 1920, in so far and only insofar as it concerns the following described property;

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32, page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

Beginning at a point in the North line of the South half of the North half of the Northeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West, S.B.M., in the County of Los Angeles, State of California, said point being 685.58 feet, Westerly from the Northeast corner of said South half; thence Westerly along said North line, 200.00 feet; thence Southerly at right angles to said North line, 100.00 feet; thence Easterly, parallel with said North line, 200.00 feet; thence Northerly, 100.00 feet, to the point of beginning, containing .459 acres more or less.

Assignee shall keep and perform all the terms and conditions of said Oil and Gas Lease to be kept and performed by Lessee therein and agrees to save and hold Assignor free and harmless from any and all claims, obligations and liabilities arising from the holding of said lease by Assignee and from its operations on said lands.

Assignor does not warrant the validity of said lease or leasehold estate, but Assignor does warrant that all payments heretofore accruing under said lease have been made, and that the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by it; that it has the right to make this transfer and conveyance and that no default or defaults now exist under said lease and that the same is in good standing.

Assignee shall carry on all of its operations on said land in compliance with all laws, ordinances, rules and regulations of the United States, the State of California, county and municipal and other governmental agencies, authorities or bodies.

Assignee shall at all times keep said land free from all liens

of laborers, materialmen or others and shall indemnify and save Assignor harmless of and from any cause of action, loss, cost, damages, claim, demand or expense whatsoever arising out of any act or omission on the part of Assignee, its agents, employees, guests or invitees which may cause injuries to persons or damages to property.

Assignee may at any time reassign said land, subject to this assignment, to Assignor and such reassignment shall relieve Assignee from all obligations of the lessee under said lease so reassigned; provided that prior to making such reassignment Assignee shall give Assignor at least thirty (30) days written notice in advance of Assignee's intention, and if Assignor does not elect to take over any well or wells drilled or operated by Assignee, Assignee shall forthwith proceed with the abandonment thereof and upon completion of such abandonment work execute and deliver to Assignor an instrument of reassignment. The leasehold estate herein assigned shall not be assigned, conveyed, transferred, encumbered or pledged in whole or in part by assignee without first having obtained Assignor's written consent thereto.

Assignor, at its option, upon thirty (30) days written notice, may require Assignee to reassign said land to Assignor at such time as it may be determined that the well located on the lands herein assigned is incapable of production in commercial quantities, which for the purpose of this agreement shall be defined as quantities in-sufficient to return the cost of operation plus a reasonable profit. *JH*
RF/s

This Assignment shall run to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this

Assignment to be executed as of the day and year first hereinabove written.

DATE	TIME
4-17-58	10:17
4-17-58	4-17-58
4-17-58	4-17-58

GENERAL PETROLEUM CORPORATION

By *W. C. Lauterbach*
Vice President

By *W. C. Danish*
Asst. Secretary

"Assignor"

HATHAWAY COMPANY

By *R. F. Hathaway*
By *Richard F. Hathaway*
"Assignee"

PARTIAL ASSIGNMENT

THIS AGREEMENT, made and entered into as of the first day of May, 1958, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter designed "Assignor", and HATHAWAY COMPANY, a California corporation, hereinafter designated "Assignee",

W I T N E S S E T H:

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 138 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 334 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease unto GENERAL PETROLEUM CORPORATION, a Delaware corporation, (formerly GENERAL PETROLEUM CORPORATION OF CALIFORNIA), together with all its rights, benefits, privileges, title and interest in and to the land;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereby assigns and conveys to HATHAWAY COMPANY, its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject

to the terms hereof, said Oil and Gas Lease dated May 13, 1920, in so far and only insofar as it concerns the following described property;

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32, page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

Beginning at a point in the North line of the South half of the North half of the Northeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West, S.B.M., in the County of Los Angeles, State of California, said point being 685.58 feet, Westerly from the Northeast corner of said South half; thence Westerly along said North line, 200.00 feet; thence Southerly at right angles to said North line, 100.00 feet; thence Easterly, parallel with said North line, 200.00 feet; thence Northerly, 100.00 feet, to the point of beginning, containing .459 acres more or less.

Assignee shall keep and perform all the terms and conditions of said Oil and Gas Lease to be kept and performed by Lessee therein and agrees to save and hold Assignor free and harmless from any and all claims, obligations and liabilities arising from the holding of said lease by Assignee and from its operations on said lands.

Assignor does not warrant the validity of said lease or leasehold estate, but Assignor does warrant that all payments heretofore accruing under said lease have been made, and that the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by it; that it has the right to make this transfer and conveyance and that no default or defaults now exist under said lease and that the same is in good standing.

Assignee shall carry on all of its operations on said land in compliance with all laws, ordinances, rules and regulations of the United States, the State of California, county and municipal and other governmental agencies, authorities or bodies.

Assignee shall at all times keep said land free from all liens

of laborers, materialmen or others and shall indemnify and save Assignor harmless of and from any cause of action, loss, cost, damages, claim, demand or expense whatsoever arising out of any act or omission on the part of Assignee, its agents, employees, guests or invitees which may cause injuries to persons or damages to property.

Assignee may at any time reassign said land, subject to this assignment, to Assignor and such reassignment shall relieve Assignee from all obligations of the lessee under said lease so reassigned; provided that prior to making such reassignment Assignee shall give Assignor at least thirty (30) days written notice in advance of Assignee's intention, and if Assignor does not elect to take over any well or wells drilled or operated by Assignee, Assignee shall forthwith proceed with the abandonment thereof and upon completion of such abandonment work execute and deliver to Assignor an instrument of reassignment. The leasehold estate herein assigned shall not be assigned, conveyed, transferred, encumbered or pledged in whole or in part by assignee without first having obtained Assignor's written consent thereto.

Assignor, at its option, upon thirty (30) days written notice, may require Assignee to reassign said land to Assignor at such time as it may be determined that the well located on the lands herein assigned is incapable of production in commercial quantities, which for the purpose of this agreement shall be defined as quantities insufficient to return the cost of operation plus a reasonable profit. *JH*
RT/s

This Assignment shall run to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this

Assignment to be executed as of the day and year first hereinabove written.

	INITIALS	DATE
AUTHORIZED BY	<i>PJ</i>	1/17/58
APPROVED BY	<i>JL</i>	4-17-58
RECORDED	<i>L.H.</i>	4/17/58

GENERAL PETROLEUM CORPORATION

By *W.C. Lauterbach*
Vice President

By *R. Danish*
Asst. Secretary

"Assignor"

HATHAWAY COMPANY

By *R. Hathaway*
By *Richard H. Hathaway*
"Assignee"

898029

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6/12/58

MICROFILMED

SECRET

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LICENSE AGREEMENT

THIS LICENSE, dated April 9, 1958, between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter called Licensor, and HATHAWAY COMPANY, a California corporation, hereinafter called Licensee,

W I T N E S S E T H:

Licensor grants unto Licensee exclusive permission to use in its operation of that certain well identified as Jalk #113 the surface of that certain parcel of land situate in the County of Los Angeles, State of California, more particularly described as follows:

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32 page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

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The term of this License shall commence May 1, 1958, and shall continue thereafter until terminated by Licensor, at its option, upon thirty (30) days written notice, at such time as it may be determined that the well referred to herein is incapable of production in commercial quantities, which for the purpose of this agreement, shall be defined as quantities insufficient to return the cost of operation plus a reasonable profit.

Licensee shall be responsible for and shall pay the party or

parties entitled to payment for any damage to or loss of property or injury to or death of persons that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights herein granted, and shall hold Licensor harmless from and indemnify it against any and all claims therefor. Licensee agrees to hold Licensor harmless from and to indemnify it against any claim for damage to or loss of property of Licensee in, on and about the land herein described, or injury to or death of any person on said land on behalf of the invitation of Licensee.

This license is not assignable.

IN WITNESS WHEREOF, the parties hereto have executed this license.

HATHAWAY COMPANY

By *J. W. Sawyer*
By *Richard P. Hathaway*

"LICENSEE"

GENERAL PETROLEUM CORPORATION

By *R. C. Lautubach* Vice President
By *C. E. Smith* Asst. Secretary

"LICENSOR"

DATE	4/17/58
FILE	4-17-58
SEARCHED	4/17/58

RCP:ev

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6/12/58

MICROFILMED

SECRETARY'S FILE

NO. 3025/85

295

#113

LICENSE AGREEMENT

THIS LICENSE, dated April 9, 1958, between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter called Licensor, and HATHAWAY COMPANY, a California corporation, hereinafter called Licensee,

W I T N E S S E T H:

Licensor grants unto Licensee exclusive permission to use in its operation of that certain well identified as Jalk #113 the surface of that certain parcel of land situate in the County of Los Angeles, State of California, more particularly described as follows:

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32 page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

Beginning at a point in the North line of the South half of the North half of the Northeast quarter of the Southwest quarter of Section 6, Township 3 South, Range 11 West, S.B.M., in the County of Los Angeles, State of California, said point being 685.58 feet, Westerly from the Northeast corner of said South half; thence Westerly along said North line, 200.00 feet; thence Southerly at right angles to said North line, 100.00 feet; thence Easterly, parallel with said North line, 200.00 feet; thence Northerly, 100.00 feet, to the point of beginning, containing .459 acres more or less.

The term of this License shall commence May 1, 1958, and shall continue thereafter until terminated by Licensor, at its option, upon thirty (30) days written notice, at such time as it may be determined that the well referred to herein is incapable of production in commercial quantities, which for the purpose of this agreement, shall be defined as quantities insufficient to return the cost of operation plus a reasonable profit.

Licensee shall be responsible for and shall pay the party or

parties entitled to payment for any damage to or loss of property or injury to or death of persons that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights herein granted, and shall hold Licensor harmless from and indemnify it against any and all claims therefor. Licensee agrees to hold Licensor harmless from and to indemnify it against any claim for damage to or loss of property of Licensee in, on and about the land herein described, or injury to or death of any person on said land on behalf of the invitation of Licensee.

This license is not assignable.

IN WITNESS WHEREOF, the parties hereto have executed this license.

HATHAWAY COMPANY

By *J. W. Hays*
By *Richard P. Hathaway*

"LICENSEE"

GENERAL PETROLEUM CORPORATION

By *R. C. Lauterbach*
Vice President
By *B. E. Canish*
Asst. Secretary

"LICENSOR"

INITIAL	DATE
<i>R.C.</i>	4/17/58
<i>B.E.</i>	4-17-58
<i>S.K.</i>	4/17/58

RCP:ev

-2-

1 AGREEMENT AND AMENDMENT TO
2 OIL AND GAS LEASE
3
4

5 This agreement and amendment made and entered into this
6 19th day of December, 1956, by and between JOHN R. AGEE, BESSIE
7 KOONTZ, ELIZABETH JOURNIGAN, MARY P. JOURNIGAN, LAFAYETTE A. LEWIS
8 and ROSE H. LEWIS, husband and wife, LELAND B. LEWIS and RUTH LEWIS,
9 husband and wife, and all other persons signing this lease and hav-
10 ing any interest in and to the premises hereafter described, herein-
11 after referred to as "Lessors", and HATHAWAY COMPANY, a California
12 corporation, hereinafter referred to as "Lessee",

13 W I T N E S S E T H:

14 That whereas the above named lessors are the owners of more
15 than two-thirds of the oil, gas, and other hydrocarbon and mineral
16 rights in and under the following described property situate in the
17 County of Los Angeles, State of California:

18 The South one-half of the North one-half of the
19 northeast quarter of the Southwest quarter of
20 Section Six, Township Three South, Range Eleven
West, S.B.B. & M., containing Ten (10) acres,
more or less;

21 The South one-half of the Northeast quarter of the
22 Southwest Quarter of Section Six, Township Three
23 South, Range Eleven West, S.B.B. & M., containing
Twenty (20) acres, more or less;

24 The North one-half of the Northeast quarter of the
25 Southwest quarter, and the North one-half of the
26 Southwest quarter of the Southeast quarter of the
Southwest quarter, of Section Six, Township Three
South, Range Eleven West, S.B.B. & M., and contain-
ing Twenty-five (25) acres, more or less;

27 EXCEPTING therefrom, that parcel of land
described as follows: Beginning at the Northwest
28 corner of the Southeast quarter of the Southwest
quarter of Section Six, Township Three South,
29 Range Eleven West; thence running easterly along
the North line of said quarter Two Hundred Twenty
30 (220) feet to a point; thence Southerly Three Hundred
Ninety-six (396) feet to a point; thence Westerly
31 Two Hundred Twenty (220) feet to a point; thence
Northerly Three Hundred and Ninety-six (396) feet to
32 point of beginning, and containing Two (2) acres.

ALSO EXCEPTING therefrom, that parcel of land

1 described as follows: Beginning at the Northeast
2 corner of the land of W. F. Gill, being the South-
3 east corner of the North one-half of the Southeast
4 quarter of the Southwest quarter of said Section Six,
5 Township Three South, Range Eleven West; thence
6 running Westerly along the North line of said land of
7 W.F. Gill, Twenty (20) rods; thence North Twelve (12)
8 rods; thence East Twenty (20) rods; thence South
9 Twelve (12) rods, to place of beginning, and contain-
10 ing One and one-half (1½) acres.

11 The West one-half of the Southwest quarter of the
12 Southeast quarter of Section Six, Township Three
13 South, Range Eleven West, S.B.B. & M. and containing
14 Twenty (20) acres, more or less.

15 Beginning at the Northeast corner of the land of
16 W. F. Gill, being the southeast corner of the North
17 one-half of the Southeast quarter of the Southwest
18 quarter of Section Six, Township Three South, Range
19 Eleven West, S.B.B. & M.; thence Westerly along the
20 North line of said land of W. F. Gill, Twenty (20)
21 rods; thence North Twelve (12) rods; thence East
22 Twenty (20) rods; thence South Twelve (12) rods, to
23 place of beginning, and containing One and one-half
24 (1½) acres, and being a portion of the North one-half
25 of the Southeast quarter of the Southwest quarter of said
26 Section Six, Township Three South, Range Eleven West;

27 and

28 WHEREAS, on May 13, 1920, the owners of all of the oil, gas
29 and other hydrocarbon and mineral rights in the above described
30 property executed a lease with General Petroleum Corporation, which
31 said lease was recorded in Book 138 of Leases at page 118 of Official
32 Records, County of Los Angeles, State of California; and

WHEREAS, the owners of all the oil, gas and other hydrocarbon
and mineral rights in the above described property executed a pooling
agreement dated May 13, 1920, which said pooling agreement was re-
corded November 8, 1922, in Book 1459 at page 367, Official Records of
Los Angeles County, State of California, and by which agreement the
owners of two-thirds of the acreage covered by said lease were em-
powered to execute any new agreements or extensions of leases covering
said entire above described property; and

WHEREAS, thereafter General Petroleum Corporation quit-
claimed all of the above described real property except the South
one-half of the North one-half of the Northeast quarter of the

1 Southwest quarter of Section Six, Township Three South, Range Eleven
2 West, S.B.B. & M., containing 10 acres; and

3 WHEREAS, General Petroleum Corporation, by agreement dated
4 the 5th day of September, 1939, made a partial assignment of said
5 original lease with General Petroleum Corporation to HATHAWAY
6 COMPANY, covering a portion of the South one-half of the North
7 one-half of the Northeast quarter of the Southwest quarter of
8 Section Six, Township Three South, Range Eleven West, S.B.B. & M.,
9 particularly described in said assignment, and covering what is
10 known as Well No. 112 of said General Petroleum Corporation lease;
11 and

12 WHEREAS, by lease dated the 20th day of November, 1939,
13 lessors or the predecessors in interest of the above named lessors,
14 and being the owners of more than two-thirds of the above described
15 Seventy-three (73) acres covered by said original lease with
16 General Petroleum Corporation, leased to Hathaway Company the
17 following: The South one-half of the Northeast quarter of the
18 Southwest quarter of Section Six, Township Three South, Range Eleven
19 West, S.B.B. & M.; and

20 WHEREAS, by amendment dated the 7th day of May, 1941, the
21 owners of more than two-thirds of such entire acreage, to-wit,
22 Seventy-three (73) acres, subject to the terms of such original
23 lease with Hathaway Company, referred to in the last paragraph
24 hereof, leased the following described real property to Hathaway
25 Company, to-wit:

26 All that certain real property situate in the County
27 of Los Angeles, State of California, described as
follows:

28 The South one-half of the North one-half of the North-
29 east quarter of the Southwest quarter of Section Six,
30 Township Three South, Range Eleven West, S.B.B. & M.,
containing Ten (10) acres,

31 subject, however, to the rights of General Petroleum Corporation as
32 contained in lease dated May 13, 1920, and as set forth in agreement

1 dated the 29th day of April, 1941, by and between the original
2 lessors and General Petroleum Corporation, to which agreement dated
3 April 29, 1941 reference is hereby made and incorporated herein by
4 reference, and under which agreement General Petroleum Corporation
5 released and relinquished the rights to all oil, gas and other
6 hydrocarbon substances from oil zones lying beneath the depth of
7 6000 feet; and

8 WHEREAS, by amendment dated the 26th day of February, 1945,
9 executed by the owners of more than two-thirds of the acreage
10 covered in said original lease, and by authority granted by said
11 pooling agreement heretofore referred to, lessors executed an oil
12 and gas lease with Hathaway Company, a California corporation, and
13 by such amendment the following described real property was added
14 to and made a part of that certain lease heretofore executed between
15 the parties dated November 20, 1939, and covering that certain real
16 property situate in the County of Los Angeles, State of California,
17 described as follows:

18 The North one-half of the Southeast quarter of the
19 Southwest quarter, and the North one-half of the
20 Southwest quarter of the Southeast quarter of the
21 Southwest quarter, of Section Six, Township Three
22 South, Range Eleven West, S.B.M. & M., and contain-
23 ing twenty-five (25) acres, more or less; EXCEPTING
24 therefrom, that parcel of land described as follows:

25 Beginning at the Northwest corner of the South-
26 east quarter of the Southeast quarter of Section
27 Six, Township Three South, Range Eleven West; thence
28 running Easterly along the North line of said quarter
29 220 feet to a point; thence Southerly 396 feet to a
30 point; thence Westerly 220 feet to a point; thence
31 Northerly 396 feet to point of beginning, and con-
32 taining two (2) acres.

SUBJECT, however, to the Deed heretofore made by
George A. Koontz and Bessie Koontz, his wife, to
Norwalk Company, a corporation, covering the surface
rights, but in which Deed the oil, gas, hydro-carbon
and mineral rights were specifically reserved and
retained by said George A. Koontz and Bessie Koontz,
his wife;

and

WHEREAS, a well known as "Nipple No. 1" on the Southern
Pacific right-of-way has been brought into production from a zone

1 thereafter as oil, gas or other hydrocarbon substances shall be
2 produced from said property in commercial paying quantities.

3 3. The parties hereto further agree that Hathaway Company
4 has fully performed all drilling obligations contained in said
5 original lease dated the 20th day of November, 1939, and any
6 amendments to said original lease.

7 4. It is further agreed between the parties hereto that
8 lessee, to-wit, HATHAWAY COMPANY, will protect said entire parcel of
9 73 acres covered by this agreement from damage by drainage from any
10 adjoining properties below said depth of 9000 feet, and in the event
11 that any well is drilled to a depth below 9000 feet, within three
12 hundred (300) feet of any exterior boundary of said 73 acres, and
13 shall produce oil in commercial paying quantities on any such adjoining
14 property, said Hathaway Company, upon the happening of such event,
15 shall, within 90 days of the completion of said well on any adjoining
16 property, drill an offset well on the herein demised property and at
17 a point equi-distant the same number of feet on said demised property
18 as said well on the adjoining property is distant from the property
19 line of the demised premises, and will drill said well, according to
20 good oil field practice, to a depth equal at least to the producing
21 well on such adjoining property.

22 5. In the event the first well drilled on lessors' 73 acres,
23 and below said depth of 9000 feet, shall produce oil and gas in pay-
24 ing quantities for a period of 150 days, then Hathaway Company, as
25 lessee, shall immediately commence the drilling of a second well on
26 lessors' property, and if after the completion of the second well
27 it shall produce oil and gas in paying quantities for 150 days, then
28 lessee shall drill a third well on said premises immediately there-
29 after. If the second well drilled on said premises does not produce
30 oil and gas in paying quantities, then Hathaway Company, lessee, shall
31 not be required to drill any additional well unless they shall elect
32 to do so. If, after the second well is completed, and shall^{not}/produce

1 oil and gas in paying quantities, then lessee shall have ninety (90)
2 days within which to elect to drill a third well on said premises,
3 or lessee shall notify lessors of its intention not to drill any
4 further wells to said sands below 9000 feet, and in such event
5 lessors, or their agents or employees, shall be permitted to drill
6 any wells on the remainder of said real property upon which lessee
7 has not drilled to said deeper sands below 9000 feet, except that no
8 well shall be drilled by lessors, or their agents, within a ten
9 acre square around any such well theretofore drilled by lessee and
10 producing oil and gas in paying quantities; but under no circumstances
11 shall lessors, or their agents, be permitted to produce any oil or
12 gas from oil zones or horizons less than 9000 feet from the surface
13 of said property. If lessee shall obtain oil from said second well
14 and shall elect to drill a third well to said deeper sands, then
15 lessee shall continue to drill additional wells to said deeper sands
16 or horizons, allowing 150 days between the completion of one well
17 and the starting of another well, until one well has been drilled
18 for each ten (10) acres of said 73 acres covered by this agreement.

19 6. At all times Hathaway Company, the lessee, shall be per-
20 mitted to notify lessors, in writing, of its intention not to drill
21 any further well to said sands between 9000 feet and 11,000 feet,
22 but nothing herein in this agreement shall be construed as indicat-
23 ing that lessee waives the right to produce oil and gas or other
24 hydrocarbon substances from deeper zones and oil horizons below
25 11,000 feet.

26 7. Nothing herein shall be construed to compel lessee to
27 drill any well to deeper zone or zones below 9000 feet, but if lessee
28 shall fail to drill any well to such deeper sands, then lessors, or
29 their agents, shall be permitted and authorized to cause such well or
30 wells to be drilled to such deeper sands without interference by
31 lessee.

32

1 8. In the event that lessee shall hereafter drill for oil,
2 gas or other hydrocarbon substances and produce oil, gas or other
3 hydrocarbon substances therefrom at intervals or zones less than
4 11,000 feet below the surface of said property, and in the event that
5 thereafter there were discovered deeper zones below 11,000 feet on
6 any adjoining properties, then this agreement shall apply to any such
7 deeper zones upon which wells may be drilled and produced therefrom
8 on adjoining properties and within 300 feet of the outer boundaries
9 of lessors' properties, and the same rule, procedure and provisions
10 shall apply to such additional zones below 11,000 feet as are pro-
11 vided for in paragraph 5.

12 9. The parties hereto hereby nominate and appoint L. A.
13 Lewis as Oil Agent, empowering said L. A. Lewis during the continua-
14 tion of this agreement to confer with and adjust any matters in
15 dispute between lessors and the lessee, Hathaway Company, and the
16 lessors further authorize and instruct Hathaway Company, as lessee,
17 in consideration of all services heretofore rendered by said L. A.
18 Lewis on behalf of lessors, and in consideration of any future
19 services affecting said lease, to pay to said L. A. Lewis, two-thirds
20 of one percent ($\frac{2}{3}$ of 1%) of any oil, gas or other hydrocarbon
21 substances produced from said premises, paying the balance of sixteen
22 percent (16%) direct to the depository authorized by lessors, and
23 which depository is at present Bank of America NT & SA, Whittier
24 Branch, or such other depository as may be hereafter designated by
25 a majority of said lessors.

26 10. It is agreed that all matters as to the method of drill-
27 ing of oil and gas wells, and all other provisions, including the
28 amount of royalty, of said original lease with Hathaway Company,
29 dated November 20, 1939, except as may be modified or enlarged by this
30 agreement, are confirmed, ratified and shall remain in full force
31 and effect.

32 11. It is understood and agreed that Winifred H. Agee is

1 deceased and that all rights of said Winifred H. Agee, by decree of
2 court and by reason of the death of said Winifred H. Agee, have
3 passed to and have been acquired by John R. Agee, one of the parties
4 executing this lease as lessor.

5 12. It is understood and agreed that George A. Koontz,
6 one of the original lessors, is deceased, and that by decree of
7 distribution duly made and entered in the Superior Court of the
8 State of California, in and for the County of Orange, his interest
9 has been distributed to Bessie Koontz, one of the parties executing
10 this lease.

11 13. It is further agreed that A. L. Lewis and Louise M.
12 Lewis, two of the original lessors, are deceased, and that by decree
13 of distribution in the estate of Louise M. Lewis, all rights of said
14 Louise M. Lewis were distributed to A. L. Lewis; that by decree of
15 distribution in the estate of A. L. Lewis, also known as Arthur L.
16 Lewis, all rights of said A. L. Lewis were distributed to Lafayette
17 A. Lewis and Leland B. Lewis, who have executed this agreement and
18 amendment.

19 14. It is further agreed that C. A. Journigan, one of the
20 original lessors, is deceased, and that by decree of distribution in
21 the estate of C. A. Journigan, all right, title and interest of
22 C. A. Journigan was distributed to Elizabeth Journigan, one of the
23 parties executing this agreement.

24 15. It is further understood and agreed that Roy Journigan,
25 one of the original lessors, is deceased, and that by decree of
26 distribution in the estate of Roy Journigan, all right, title and
27 interest of said Roy Journigan was distributed to Mary P. Journigan,
28 one of the parties executing this agreement.

29 IN WITNESS WHEREOF, the parties hereto have caused this
30 agreement to be executed the day and year first above written.

31 John R. Agee
32 (John R. Agee)

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Hessie Koontz
(Hessie Koontz)

X Elizabeth Jounigan
(Elizabeth Jounigan)

Mary P. Jounigan
(Mary P. Jounigan)

Lafayette A. Lewis
(Lafayette A. Lewis)

Rose H. Lewis
(Rose H. Lewis)

Leland B. Lewis
(Leland B. Lewis)

Ruth Lewis
(Ruth Lewis)

LESSORS.

HATHAWAY COMPANY, a California Corporation

By J. Elwood Hathaway
President

By Richard F. Hathaway
Secretary

LESSEE.

Acknowledged Jan. 10, 1957
Charles V. Martin, Notary

1 STATE OF CALIFORNIA
2 COUNTY OF LOS ANGELES } ss.
3

4 On this 19th day of December, 1956, before me, ADA B.
5 POWERS, a Notary Public in and for said County, personally
6 appeared JOHN H. AGEE, BESSIE KOONTZ, ELIZABETH JOURNIGAN,
7 MARY P. JOURNIGAN, LAFAYETTE A. LEWIS, ROSE E. LEWIS, LELAND B.
8 LEWIS and RUTH LEWIS, known to me to be the persons whose names
9 are subscribed to the within instrument and acknowledged that
10 they executed the same.

11 WITNESS my hand and official seal.
12

13 Ada B. Powers
14 Notary Public in and for the County
15 of Los Angeles, State of California
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1 AGREEMENT AND AMENDMENT TO
2 OIL AND GAS LEASE
3
4

5 This agreement and amendment made and entered into this
6 19th day of December, 1956, by and between JOHN R. AGEE, BESSIE
7 KOONTZ, ELIZABETH JOURNIGAN, MARY P. JOURNIGAN, LAFAYETTE A. LEWIS
8 and ROSE H. LEWIS, husband and wife, DELAND B. LEWIS and RUTH LEWIS,
9 husband and wife, and all other persons signing this lease and hav-
10 ing any interest in and to the premises hereafter described, hereinafter
11 referred to as "Lessors", and HATHAWAY COMPANY, a California
12 corporation, hereinafter referred to as "Lessee",

13 W I T N E S S E T H:

14 That whereas the above named lessors are the owners of more
15 than two-thirds of the oil, gas, and other hydrocarbon and mineral
16 rights in and under the following described property situate in the
17 County of Los Angeles, State of California:

18 The South one-half of the North one-half of the
19 northeast quarter of the Southwest quarter of
20 Section Six, Township Three South, Range Eleven
West, S.B.B. & M., containing Ten (10) acres,
more or less;

21 The South one-half of the Northeast quarter of the
22 Southwest Quarter of Section Six, Township Three
23 South, Range Eleven West, S.B.B. & M., containing
Twenty (20) acres, more or less;

24 The North one-half of the Northeast quarter of the
25 Southwest quarter, and the North one-half of the
26 Southwest quarter of the Southeast quarter of the
Southwest quarter, of Section Six, Township Three
South, Range Eleven West, S.B.B. & M., and contain-
ing Twenty-five (25) acres, more or less;

27 EXCEPTING therefrom, that parcel of land
described as follows: Beginning at the Northwest
28 corner of the Southeast quarter of the Southwest
quarter of Section Six, Township Three South,
29 Range Eleven West; thence running easterly along
the North line of said quarter Two Hundred Twenty
30 ninety-six (396) feet to a point; thence Southerly Three Hundred
Two Hundred Twenty (220) feet to a point; thence
31 Northerly Three Hundred and Ninety-six (396) feet to
point of beginning, and containing Two (2) acres.
32 ALSO EXCEPTING therefrom, that parcel of land

described as follows: Beginning at the Northeast corner of the land of W. F. Gill, being the Southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Westerly along the North line of said land of W. F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1½) acres.

The West one-half of the Southwest quarter of the Southeast quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M. and containing Twenty (20) acres, more or less.

Beginning at the Northeast corner of the land of W. F. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M.; thence Westerly along the North line of said land of W. F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1½) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West;

and

WHEREAS, on May 13, 1920, the owners of all of the oil, gas and other hydrocarbon and mineral rights in the above described property executed a lease with General Petroleum Corporation, which said lease was recorded in Book 138 of Leases at page 118 of Official Records, County of Los Angeles, State of California; and

WHEREAS, the owners of all the oil, gas and other hydrocarbon and mineral rights in the above described property executed a pooling agreement dated May 13, 1920, which said pooling agreement was recorded November 8, 1922, in Book 1459 at page 367, Official Records of Los Angeles County, State of California, and by which agreement the owners of two-thirds of the acreage covered by said lease were empowered to execute any new agreements or extensions of leases covering said entire above described property; and

WHEREAS, thereafter General Petroleum Corporation quit-claimed all of the above described real property except the South one-half of the North one-half of the Northeast quarter of the

1 Southwest quarter of Section Six, Township Three South, Range Eleven
2 West, S.B.B. & M., containing 10 acres; and

3 WHEREAS, General Petroleum Corporation, by agreement dated
4 the 5th day of September, 1939, made a partial assignment of said
5 original lease with General Petroleum Corporation to HATHAWAY
6 COMPANY, covering a portion of the South one-half of the North
7 one-half of the Northeast quarter of the Southwest quarter of
8 Section Six, Township Three South, Range Eleven West, S.B.B. & M.,
9 particularly described in said assignment, and covering what is
10 known as Well No. 112 of said General Petroleum Corporation lease;
11 and

12 WHEREAS, by lease dated the 20th day of November, 1939,
13 lessors or the predecessors in interest of the above named lessors,
14 and being the owners of more than two-thirds of the above described
15 Seventy-three (73) acres covered by said original lease with
16 General Petroleum Corporation, leased to Hathaway Company the
17 following: The South one-half of the Northeast quarter of the
18 Southwest quarter of Section Six, Township Three South, Range Eleven
19 West, S.B.B. & M.; and

20 WHEREAS, by amendment dated the 7th day of May, 1941, the
21 owners of more than two-thirds of such entire acreage, to-wit,
22 Seventy-three (73) acres, subject to the terms of such original
23 lease with Hathaway Company, referred to in the last paragraph
24 hereof, leased the following described real property to Hathaway
25 Company, to-wit:

26 All that certain real property situate in the County
27 of Los Angeles, State of California, described as
follows:

28 The South one-half of the North one-half of the North-
29 east quarter of the Southwest quarter of Section Six,
30 Township Three South, Range Eleven West, S.B.B. & M.,
containing Ten (10) acres,

31 subject, however, to the rights of General Petroleum Corporation as
32 contained in lease dated May 13, 1920, and as set forth in agreement

1 dated the 29th day of April, 1941, by and between the original
2 lessors and General Petroleum Corporation, to which agreement dated
3 April 29, 1941 reference is hereby made and incorporated herein by
4 reference, and under which agreement General Petroleum Corporation
5 released and relinquished the rights to all oil, gas and other
6 hydrocarbon substances from oil zones lying beneath the depth of
7 6000 feet; and

8 WHEREAS, by amendment dated the 26th day of February, 1945,
9 executed by the owners of more than two-thirds of the acreage
10 covered in said original lease, and by authority granted by said
11 pooling agreement heretofore referred to, lessors executed an oil
12 and gas lease with Hathaway Company, a California corporation, and
13 by such amendment the following described real property was added
14 to and made a part of that certain lease heretofore executed between
15 the parties dated November 20, 1937, and covering that certain real
16 property situate in the County of Los Angeles, State of California,
17 described as follows:

18 The North one-half of the Southeast quarter of the
19 Southwest quarter, and the North one-half of the
20 Southwest quarter of the Southeast quarter of the
21 Southwest quarter, of Section Six, Township Three
22 South, Range Eleven West, S.B.B. & M., and contain-
23 ing twenty-five (25) acres, more or less; EXCEPTING
24 therefrom, that parcel of land described as follows:

25 Beginning at the Northwest corner of the South-
26 east quarter of the Southwest quarter of Section
27 Six, Township Three South, Range Eleven West; thence
28 running Easterly along the North line of said quarter
29 220 feet to a point; thence Southerly 396 feet to a
30 point; thence Westerly 220 feet to a point; thence
31 Northerly 396 feet to point of beginning, and con-
32 taining two (2) acres.

SUBJECT, however, to the Deed heretofore made by
George A. Koontz and Bessie Koontz, his wife, to
Norwalk Company, a corporation, covering the surface
rights, but in which Deed the oil, gas, hydro-carbon
and mineral rights were specifically reserved and
retained by said George A. Koontz and Bessie Koontz,
his wife;

and

WHEREAS, a well known as "Dapple No. 1" on the Southern
Pacific right-of-way has been brought into production from a zone

1 thereafter as oil, gas or other hydrocarbon substances shall be
2 produced from said property in commercial paying quantities.

3 3. The parties hereto further agree that Hathaway Company
4 has fully performed all drilling obligations contained in said
5 original lease dated the 20th day of November, 1939, and any
6 amendments to said original lease.

7 4. It is further agreed between the parties hereto that
8 lessee, to-wit, HATHAWAY COMPANY, will protect said entire parcel of
9 73 acres covered by this agreement from damage by drainage from any
10 adjoining properties below said depth of 9000 feet, and in the event
11 that any well is drilled to a depth below 9000 feet, within three
12 hundred (300) feet of any exterior boundary of said 73 acres, and
13 shall produce oil in commercial paying quantities on any such adjoin-
14 ing property, said Hathaway Company, upon the happening of such event,
15 shall, within 90 days of the completion of said well on any adjoining
16 property, drill an offset well on the herein demised property and at
17 a point equi-distant the same number of feet on said demised property
18 as said well on the adjoining property is distant from the property
19 line of the demised premises, and will drill said well, according to
20 good oil field practice, to a depth equal at least to the producing
21 well on such adjoining property.

22 5. In the event the first well drilled on lessors' 73 acres,
23 and below said depth of 9000 feet, shall produce oil and gas in pay-
24 ing quantities for a period of 150 days, then Hathaway Company, as
25 lessee, shall immediately commence the drilling of a second well on
26 lessors' property, and if after the completion of the second well
27 it shall produce oil and gas in paying quantities for 150 days, then
28 lessee shall drill a third well on said premises immediately there-
29 after. If the second well drilled on said premises does not produce
30 oil and gas in paying quantities, then Hathaway Company, lessee, shall
31 not be required to drill any additional well unless they shall elect
32 to do so. If, after the second well is completed, and shall^{not}/produce

1 oil and gas in paying quantities, then lessee shall have ninety (90)
2 days within which to elect to drill a third well on said premises,
3 or lessee shall notify lessors of its intention not to drill any
4 further wells to said sands below 9000 feet, and in such event
5 lessors, or their agents or employees, shall be permitted to drill
6 any wells on the remainder of said real property upon which lessee
7 has not drilled to said deeper sands below 9000 feet, except that no
8 well shall be drilled by lessors, or their agents, within a ten
9 acre square around any such well theretofore drilled by lessee and
10 producing oil and gas in paying quantities; but under no circumstances
11 shall lessors, or their agents, be permitted to produce any oil or
12 gas from oil zones or horizons less than 9000 feet from the surface
13 of said property. If lessee shall obtain oil from said second well
14 and shall elect to drill a third well to said deeper sands, then
15 lessee shall continue to drill additional wells to said deeper sands
16 or horizons, allowing 150 days between the completion of one well
17 and the starting of another well, until one well has been drilled
18 for each ten (10) acres of said 73 acres covered by this agreement.

19 6. At all times Hathaway Company, the lessee, shall be per-
20 mitted to notify lessors, in writing, of its intention not to drill
21 any further well to said sands between 9000 feet and 11,000 feet,
22 but nothing herein in this agreement shall be construed as indicat-
23 ing that lessee waives the right to produce oil and gas or other
24 hydrocarbon substances from deeper zones and oil horizons below
25 11,000 feet.

26 7. Nothing herein shall be construed to compel lessee to
27 drill any well to deeper zone or zones below 9000 feet, but if lessee
28 shall fail to drill any well to such deeper sands, then lessors, or
29 their agents, shall be permitted and authorized to cause such well or
30 wells to be drilled to such deeper sands without interference by
31 lessee.
32

1 8. In the event that lessee shall hereafter drill for oil,
2 gas or other hydrocarbon substances and produce oil, gas or other
3 hydrocarbon substances therefrom at intervals or zones less than
4 11,000 feet below the surface of said property, and in the event that
5 thereafter there were discovered deeper zones below 11,000 feet on
6 any adjoining properties, then this agreement shall apply to any such
7 deeper zones upon which wells may be drilled and produced therefrom
8 on adjoining properties and within 300 feet of the outer boundaries
9 of lessors' properties, and the same rule, procedure and provisions
10 shall apply to such additional zones below 11,000 feet as are pro-
11 vided for in paragraph 5.

12 9. The parties hereto hereby nominate and appoint L. A.
13 Lewis as Oil Agent, empowering said L. A. Lewis during the continua-
14 tion of this agreement to confer with and adjust any matters in
15 dispute between lessors and the lessee, Hathaway Company, and the
16 lessors further authorize and instruct Hathaway Company, as lessee,
17 in consideration of all services heretofore rendered by said L. A.
18 Lewis on behalf of lessors, and in consideration of any future
19 services affecting said lease, to pay to said L. A. Lewis, two-thirds
20 of one percent ($\frac{2}{3}$ of 1%) of any oil, gas or other hydrocarbon
21 substances produced from said premises, paying the balance of sixteen
22 percent (16%) direct to the depository authorized by lessors, and
23 which depository is at present Bank of America NT & SA, Whittier
24 Branch, or such other depository as may be hereafter designated by
25 a majority of said lessors.

26 10. It is agreed that all matters as to the method of drill-
27 ing of oil and gas wells, and all other provisions, including the
28 amount of royalty, of said original lease with Hathaway Company,
29 dated November 20, 1939, except as may be modified or enlarged by this
30 agreement, are confirmed, ratified and shall remain in full force
31 and effect.

32 11. It is understood and agreed that Winifred H. Agee is

1 deceased and that all rights of said Winifred H. Agee, by decree of
2 court and by reason of the death of said Winifred H. Agee, have
3 passed to and have been acquired by John R. Agee, one of the parties
4 executing this lease as lessor.

5 12. It is understood and agreed that George A. Koontz,
6 one of the original lessors, is deceased, and that by decree of
7 distribution duly made and entered in the Superior Court of the
8 State of California, in and for the County of Orange, his interest
9 has been distributed to Bessie Koontz, one of the parties executing
10 this lease.

11 13. It is further agreed that A. L. Lewis and Louise M.
12 Lewis, two of the original lessors, are deceased, and that by decree
13 of distribution in the estate of Louise M. Lewis, all rights of said
14 Louise M. Lewis were distributed to A. L. Lewis; that by decree of
15 distribution in the estate of A. L. Lewis, also known as Arthur L.
16 Lewis, all rights of said A. L. Lewis were distributed to Lafayette
17 A. Lewis and Leland B. Lewis, who have executed this agreement and
18 amendment.

19 14. It is further agreed that C. A. Journigan, one of the
20 original lessors, is deceased, and that by decree of distribution in
21 the estate of C. A. Journigan, all right, title and interest of
22 C. A. Journigan was distributed to Elizabeth Journigan, one of the
23 parties executing this agreement.

24 15. It is further understood and agreed that Roy Journigan,
25 one of the original lessors, is deceased, and that by decree of
26 distribution in the estate of Roy Journigan, all right, title and
27 interest of said Roy Journigan was distributed to Mary P. Journigan,
28 one of the parties executing this agreement.

29 IN WITNESS WHEREOF, the parties hereto have caused this
30 agreement to be executed the day and year first above written.
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John R. Agee
(John R. Agee)

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Bessie Koontz
(Bessie Koontz)

X Elizabeth Jounigan
(Elizabeth Jounigan)

Mary F. Jounigan
(Mary F. Jounigan)

Adelante A. Lewis
(Adelante A. Lewis)

Rose H. Lewis
(Rose H. Lewis)

Leland B. Lewis
(Leland B. Lewis)

Ruth Lewis
(Ruth Lewis)

LESSORS.

HATHAWAY COMPANY, a California Corporation

By J. Elwood Hathaway
President

By Richard F. Hathaway
Secretary

LESSEE.

Acknowledged Jan. 10, 1957
Charles V. Martin, Notary

1 STATE OF CALIFORNIA
2 COUNTY OF LOS ANGELES } ss.
3

4 On this 19th day of December, 1956, before me, ADA B.
5 POWERS, a Notary Public in and for said County, personally
6 appeared JOHN R. AGEE, BESSIE KOONTZ, ELIZABETH JOURNIGAN,
7 MARY P. JOURNIGAN, LAFAYETTE A. LEWIS, ROSE E. LEWIS, LELAND B.
8 LEWIS and RUTH LEWIS, known to me to be the persons whose names
9 are subscribed to the within instrument and acknowledged that
10 they executed the same.

11 WITNESS my hand and official seal.
12

13 Ada B. Powers
14 Notary Public in and for the County
15 of Los Angeles, State of California
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PARTIAL ASSIGNMENT OF LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 1949, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter designated "Assignor", and HATHAWAY COMPANY, a California corporation, hereinafter designated "Assignee",

W I T N E S S E T H:

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 138 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 334 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease unto GENERAL PETROLEUM CORPORATION, a Delaware corporation, (formerly GENERAL PETROLEUM CORPORATION OF CALIFORNIA), together with all its rights, benefits, privileges, title and interest in and to the land.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, ~~GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereby assigns and conveys to HATHAWAY COMPANY,~~ its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject

JAG:ml
5/26/49

to the terms hereof, said Oil and Gas Lease dated May 13, 1920, in so far as concerns the following described property, to-wit:

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32, page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

Beginning at a point that is 100.85 feet South and 89.96 feet West of the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly and parallel with the Northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 110 feet; thence Southerly and parallel with the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 135 feet; thence Easterly and parallel to the Northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 110 feet; thence Northerly to the point of beginning,

containing 14,850 square feet.

together with the right to use the surface of the above described property, and

Also the right of ingress and egress over two 18-foot strips of land the center lines of which are described as follows:

- (1) Beginning at a point 5 feet Southerly of the Northeast corner of the above described property; thence at an angle of 107° to the left from the East line thereof 64 feet to the West line of Norwalk Road (60 feet in width).
- (2) Beginning at a point 5 feet Northerly of the Southeast corner of the above described property; thence at an angle of 105° to the right from the East line thereof 62 feet to the West line of Norwalk Road (60 feet in width).

Assignee shall keep and perform all the terms and conditions of said Oil and Gas Lease to be kept and performed by Lessee therein and agrees to save and hold Assignor free and harmless from any and all claims, obligations and liabilities arising from the holding of said lease by Assignee and from its operations on said lands.

Assignor does not warrant the validity of said lease or lease-

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hold estate, but Assignor does warrant that all payments heretofore accruing under said lease have been made, and that the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by it; that it has the right to make this transfer and conveyance and that no default or defaults now exist under said lease and that the same is in good standing.

Assignee shall carry on all of its operations on said land in compliance with all laws, ordinances, rules and regulations of the United States, the State of California, county and municipal and other governmental agencies, authorities or bodies. Assignee shall carry Workmen's Compensation Insurance covering all of its workmen in an insurance company and in such form as is satisfactory to Assignor, so written as to protect Assignor, without liability for premium, for injuries to or death of such workmen. Assignee shall also carry Public Liability Insurance, insuring against liability for injuries to one person in an amount of not less than \$25,000.00 of liability, and against liability for injuries to two or more persons in one accident in an amount of not less than \$50,000.00 of liability, and against liability for damages to property in an amount of not less than \$50,000.00 of liability. Such insurance shall be carried in a company satisfactory to Assignor and name Assignor as additional assured without liability for premium. Assignee shall furnish Assignor with certificates of insurance from the insurance carrier thereof, setting forth that the above mentioned insurance is carried by Assignee and shall contain an agreement on the part of the carrier that said carrier will notify Assignor of any material changes contemplated in said policy at least five (5) days in advance of the date when such changes are to be effected.

Assignee shall at all times keep said land free from all liens

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3.

of laborers, materialmen or others and shall indemnify and save Assignor harmless of and from any cause of action, loss, cost, damages, claim, demand or expense whatsoever arising out of any act or omission on the part of Assignee, its agents, employees, guests or invitees which may cause injuries to persons or damages to property, except that Assignee shall not be deemed hereunder to assume contractual liability for injuries to or death of persons or damages to property to the extent that such liability is covered by insurance hereinabove mentioned.

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Assignee, from the production from said property, shall pay all royalties to the lessors due under the above mentioned lease, and shall furnish monthly, on or before the 20th day of each month, to Assignor evidence that such royalties have been paid and shall indemnify and hold Assignor harmless of and from any claim or demand of the lessors under said lease involving the accounting for and payment of royalties due from production from said property.

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out*

~~Assignor shall have the preferential right to buy all of Assignee's production of oil, gas casinghead gasoline and other hydrocarbon substances, including royalty oil unless lessor elects to take such royalty oil in kind, produced from the lands herein assigned. Assignee and Assignor shall enter into a purchase agreement on the form then currently in use by Assignor for the period of time that Assignor is willing to commit itself for such purchase, which purchase shall be at the posted price for oil of like quality and gravity at the well in the field wherein said land is situated of the Standard Oil Company of California or Assignor, whichever is higher.~~

Assignee may at any time before or after discovery of oil or gas on said land, reassign said land, subject to this assignment, to Assignor and such reassignment shall relieve Assignee from all obliga-

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tions of the lessee under said lease so reassigned; provided that prior to making such reassignment Assignee shall give Assignor at least thirty (30) days written notice in advance of Assignee's intention, and if Assignor does not elect to take over any well or wells drilled or operated by Assignee, Assignee shall forthwith proceed with the abandonment thereof and upon completion of such abandonment work execute and deliver to Assignor an instrument of reassignment. The leasehold estate herein assigned shall not be assigned, conveyed, transferred, encumbered or pledged in whole or in part by Assignee without first having obtained Assignor's written consent thereto.

This Assignment and Agreement shall run to and be binding upon the successors and assigns of the parties hereto.

FORM 3080

State of California,
COUNTY OF LOS ANGELES } ss.

On this 21st day of June, A. D., 1949,
before me, Vera T. Rathbun, a Notary Public in and
for the said County and State, residing therein, duly commissioned and sworn,
personally appeared J. L. MARTIN known to me
to be the Vice-President, and J. A. GRACE

known to me to be the Assistant Secretary of the GENERAL PETROLEUM
CORPORATION, the Corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on behalf
of the Corporation therein named, and acknowledged to me that such Cor-
poration executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

My Commission Expires Dec. 27, 1951

Vera T. Rathbun
Notary Public in and for said County and State

HATHAWAY COMPANY

STATE OF CALIFORNIA,
County of LOS Angeles } ss.

ON THIS 7 day of June, A. D., 1949, before me,
Charles V. Martin
a Notary Public in and for said County and State, personally appeared
J. Elwood Hathaway known to me to be the
President, and Richard F. Hathaway known to me
to be the Secretary of the Hathaway Company

the Corporation that executed the within Instrument, known to me to be the persons who
executed the within Instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

Charles V. Martin
Notary Public in and for said County and State.

ACKNOWLEDGMENT - CORP. - PRES. & SEC. - WOLCOTT'S FORM 225

EMOMG 00662

MICROFILMED

PARTIAL ASSIGNMENT OF LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 1949, by and between GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereinafter designated "Assignor", and HATHAWAY COMPANY, a California corporation, hereinafter designated "Assignee",

W I T N E S S E T H:

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 138 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 334 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease unto GENERAL PETROLEUM CORPORATION, a Delaware corporation, (formerly GENERAL PETROLEUM CORPORATION OF CALIFORNIA), together with all its rights, benefits, privileges, title and interest in and to the land.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, GENERAL PETROLEUM CORPORATION, a Delaware corporation, hereby assigns and conveys to HATHAWAY COMPANY, its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject

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to the terms hereof, said Oil and Gas Lease dated May 13, 1920, in so far as concerns the following described property, to-wit:

That portion of the South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6, Township 3 South, Range 11 West, in the Rancho Santa Gertrudes, subdivided for the Santa Gertrudes Land Association, in the County of Los Angeles, State of California, as shown on map recorded in Book 1, page 502, and Book 32, page 18, of Miscellaneous Records, in the office of the Recorder of said County, described as follows:

Beginning at a point that is 100.85 feet South and 89.96 feet West of the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly and parallel with the Northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 110 feet; thence Southerly and parallel with the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 135 feet; thence Easterly and parallel to the Northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 110 feet; thence Northerly to the point of beginning,

containing 14,850 square feet.

together with the right to use the surface of the above described property, and

Also the right of ingress and egress over two 18-foot strips of land the center lines of which are described as follows:

- (1) Beginning at a point 5 feet Southerly of the Northeast corner of the above described property; thence at an angle of 107° to the left from the East line thereof 64 feet to the West line of Norwalk Road (60 feet in width).
- (2) Beginning at a point 5 feet Northerly of the Southeast corner of the above described property; thence at an angle of 105° to the right from the East line thereof 62 feet to the West line of Norwalk Road (60 feet in width).

Assignee shall keep and perform all the terms and conditions of said Oil and Gas Lease to be kept and performed by Lessee therein and agrees to save and hold Assignor free and harmless from any and all claims, obligations and liabilities arising from the holding of said lease by Assignee and from its operations on said lands.

Assignor does not warrant the validity of said lease or lease-

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hold estate, but Assignor does warrant that all payments heretofore accruing under said lease have been made, and that the rights and interests hereby conveyed are free and clear of all liens, charges and encumbrances created by it; that it has the right to make this transfer and conveyance and that no default or defaults now exist under said lease and that the same is in good standing.

Assignee shall carry on all of its operations on said land in compliance with all laws, ordinances, rules and regulations of the United States, the State of California, county and municipal and other governmental agencies, authorities or bodies. Assignee shall carry Workmen's Compensation Insurance covering all of its workmen in an insurance company and in such form as is satisfactory to Assignor, so written as to protect Assignor, without liability for premium, for injuries to or death of such workmen. Assignee shall also carry Public Liability Insurance, insuring against liability for injuries to one person in an amount of not less than \$25,000.00 of liability, and against liability for injuries to two or more persons in one accident in an amount of not less than \$50,000.00 of liability, and against liability for damages to property in an amount of not less than \$50,000.00 of liability. Such insurance shall be carried in a company satisfactory to Assignor and name Assignor as additional assured without liability for premium. Assignee shall furnish Assignor with certificates of insurance from the insurance carrier thereof, setting forth that the above mentioned insurance is carried by Assignee and shall contain an agreement on the part of the carrier that said carrier will notify Assignor of any material changes contemplated in said policy at least five (5) days in advance of the date when such changes are to be effected.

Assignee shall at all times keep said land free from all liens

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of laborers, materialmen or others and shall indemnify and save Assignor harmless of and from any cause of action, loss, cost, damages, claim, demand or expense whatsoever arising out of any act or omission on the part of Assignee, its agents, employees, guests or invitees which may cause injuries to persons or damages to property, except that Assignee shall not be deemed hereunder to assume contractual liability for injuries to or death of persons or damages to property to the extent that such liability is covered by insurance hereinabove mentioned.

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~~Assignee, from the production from said property, shall pay all royalties to the lessors due under the above mentioned lease, and shall furnish monthly, on or before the 20th day of each month, to Assignor evidence that such royalties have been paid and shall indemnify and hold Assignor harmless of and from any claim or demand of the lessors under said lease involving the accounting for and payment of royalties due from production from said property.~~

Sub 5/26/49
~~Assignor shall have the preferential right to buy all of Assignee's production of oil, gas casinghead gasoline and other hydrocarbon substances, including royalty oil unless lessor elects to take such royalty oil in kind, produced from the lands herein assigned. Assignee and Assignor shall enter into a purchase agreement on the form then currently in use by Assignor for the period of time that Assignor is willing to commit itself for such purchase, which purchase shall be at the posted price for oil of like quality and gravity at the well in the field wherein said land is situated of the Standard Oil Company of California or Assignor, whichever is higher.~~

Assignee may at any time before or after discovery of oil or gas on said land, reassign said land, subject to this assignment, to Assignor and such reassignment shall relieve Assignee from all obliga-

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tions of the lessee under said lease so reassigned; provided that prior to making such reassignment Assignee shall give Assignor at least thirty (30) days written notice in advance of Assignee's intention, and if Assignor does not elect to take over any well or wells drilled or operated by Assignee, Assignee shall forthwith proceed with the abandonment thereof and upon completion of such abandonment work execute and deliver to Assignor an instrument of reassignment. The leasehold estate herein assigned shall not be assigned, conveyed, transferred, encumbered or pledged in whole or in part by Assignee without first having obtained Assignor's written consent thereto.

This Assignment and Agreement shall run to and be binding upon the successors and assigns of the parties hereto.

FORM 3020

State of California,
COUNTY OF LOS ANGELES } ss.

On this 21st day of June, A. D., 1949,
before me, Vera T. Rathbun, a Notary Public in and
for the said County and State, residing therein, duly commissioned and sworn,
personally appeared J. L. MARTIN known to me
to be the Vice-President, and J. A. GRACE

known to me to be the Assistant Secretary of the GENERAL PETROLEUM
CORPORATION, the Corporation that executed the within instrument,
known to me to be the persons who executed the within instrument on behalf
of the Corporation therein named, and acknowledged to me that such Cor-
poration executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.

My Commission Expires, i.e., 27, 1951

Vera T. Rathbun
Notary Public in and for said County and State

HATHAWAY COMPANY

STATE OF CALIFORNIA,
County of Los Angeles } ss.

ON THIS 7 day of June, A. D., 1949, before me,
Charles V. Martin
a Notary Public in and for said County and State, personally appeared
J. Elwood Hathaway known to me to be the
President, and Richard F. Hathaway known to me
to be the Secretary of the Hathaway Company

the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

Charles V. Martin
Notary Public in and for said County and State.

ACKNOWLEDGMENT - CORP. - PRES. & SEC. - WOLCOTT'S FORM 225

EMOMG 00667

Talk

DOC 1216

June 30, 1941

BOOK 16201

AMENDMENT TO OIL AND GAS LEASE

Page 2

THIS AMENDMENT made and entered into this 7th day of May, 1941, by and between JOHN R. AGEE, WINIFRED E. AGEE, GEORGE A. KOONTZ, BESSIE KOONTZ, A. L. LEWIS, LOUISE M. LEWIS, LAFAYETTE A. LEWIS, ROSE H. LEWIS, C. A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD L. JOURNIGAN, ALICE M. JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS", and HATHAWAY COMPANY, a California corporation, hereinafter referred to as "LESSEE", WITNESSETH:

WHEREAS, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to wit:

The South half (1/2) of the North half (1/2) of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 31A (6), Township Three (3) South, Range Eleven (11) West, S. B. M., containing ten (10) acres;

SUBJECT, however, to the rights of the General Petroleum Corporation as contained in lease dated May 13, 1920 between the above named lessors and said General Petroleum Corporation;

and

at. to P. O. Wells as long as it is in operation

WHEREAS, by agreement dated April 29, 1941, by and between the above named lessors and General Petroleum Corporation, the right of the above named lessors to drill at the present time for oil and gas on the Southerly portion of the real property hereinbefore particularly described has been established and determined, and the portions upon which drilling is permitted is set out as Parcels A and B on the map attached to said agreement with General Petroleum Cor-

1 poration; and

2 WHEREAS, the limitation of the right to drill within One
3 Hundred Fifty (150) feet of the North line of the property heretofore
4 leased by the above named lessors to the above named lessee, by lease
5 dated the 20th day of November, 1939, has been removed and extinguished
6 by reason of the agreement last hereinbefore referred to between the
7 above named lessors and General Petroleum Corporation; and

8 WHEREAS, the lessors herein are desirous of leasing unto
9 lessee the real property hereinbefore in this amendment described,
10 upon which drilling for oil, gas and other hydro-carbon substances is
11 by said agreement with General Petroleum Corporation now permitted,
12 and to also lease to lessee all the balance of said real property in
13 this amendment described, when and as the rights of General Petroleum
14 Corporation have been released, abandoned or quitclaimed, upon the
15 same terms and conditions with regard to the development and operation
16 of said property as is contained in said original lease between the
17 parties hereto, dated November 20, 1939;

18 NOW, THEREFORE, in consideration of the sum of Ten Dollars
19 (\$10.00), receipt whereof is hereby acknowledged, lessors lease to
20 the lessee all that certain real property hereinbefore in this amend-
21 ment particularly described, subject to the terms of said original
22 lease dated May 13, 1920, between the lessors herein and General
23 Petroleum Corporation, and as modified, fixed and determined by the
24 terms of said agreement between the within named lessors and General
25 Petroleum Corporation dated April 29, 1941 (a copy of which agreement
26 is attached hereto and made a part hereof), and lessors also lease to
27 lessee all of said real property and the right to drill upon any
28 portion thereof when and as the rights of General Petroleum Corpora-
29 tion therein have been released, abandoned or quitclaimed, and that
30 this lease shall be considered as a part of and an amendment to that
31 certain lease heretofore executed between the parties hereto dated
32 November 20, 1939, and that all of the terms and conditions of said

L. A. LEWIS
Attorney at Law
1109 Rowan
Building 4th South Spring St.
Los Angeles, Calif.
Phone MUlton 6866

1 original lease of November 20, 1939 shall apply to, govern and con-
2 trol the rights, privileges, duties and conditions with respect to
3 the additional property herein leased, except that as to any wells
4 drilled on said property described in this amendment, the rights of
5 the lessee shall be for a period of twenty (20) years from and after
6 the date of this amendment, and so long thereafter as oil and gas is
7 produced. As a further consideration for the execution of this amend-
8 ment to said original lease, lessee agrees to start drilling opera-
9 tions for an oil and/or gas well upon said real property covered by
10 said original lease, or upon the property covered by this amendment,
11 within thirty (30) days after the execution of this amendment, and
12 diligently carry on, prosecute and continue said drilling operations
13 until said well is completed or abandoned, and within one hundred
14 twenty (120) days after the completion or abandonment of the first
15 well, lessee agrees to continue drilling operations for a further and
16 second oil and/or gas well upon the premises covered by either said
17 original lease or this amendment. Lessee shall be permitted to
18 drill any further or additional wells upon the premises covered by
19 said original lease or by this amendment, but nothing herein construed
20 shall compel lessee to drill more than the two wells in this para-
21 graph above referred to.

22 Notwithstanding anything to the contrary hereinbefore
23 expressed, it is agreed that the time for the performance of any
24 drilling obligation by lessee hereunder shall be extended in the
25 event lessee shall be unable to purchase or obtain necessary casing
26 or equipment by reason of any conditions over which lessee has no
27 control, such extension to continue until such time as lessee can
28 obtain such necessary equipment, casing or supplies. All other
29 terms, conditions and provisions of said original lease shall apply
30 to, govern and control the property covered by this amendment, and
31
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1 said original lease dated November 20, 1939, between the parties hereto
2 is made a part hereof by reference as if fully set forth herein.

3 The portion of said property covered by this amendment on
4 which drilling is now permitted by the terms of this amendment and by
5 the terms of said agreement with General Petroleum Corporation is
6 designated on a map or diagram attached hereto as parcels A and B, and
7 said map or diagram is made a part hereof by reference.

8 IN WITNESS WHEREOF, the parties hereto have caused this amend
9 ment to be executed the day and year first hereinafores written.

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L. A. LEWIS
ATTORNEY AT LAW
1109 Rowan
Building, 438 South Spring St.
Los Angeles, Cal.
Phone MUtual 3-376

John R. Agee
(John R. Agee)

Winifred H. Agee
(Winifred H. Agee)

George A. Koontz
(George A. Koontz)

Bessie Koontz
(Bessie Koontz)

A. L. Lewis
(A. L. Lewis)

Louise M. Lewis
(Louise M. Lewis)

Lafayette A. Lewis
(Lafayette A. Lewis)

Rose H. Lewis
(Rose H. Lewis)

E. A. Jounigan
(E. A. Jounigan)

Elizabeth Jounigan
(Elizabeth Jounigan)

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Edward J. Finnigan

Alice M. Finnigan

Raymond J. Finnigan

Mary J. Finnigan

L. 307

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Los Angeles, Cal.
Phone 477-1111

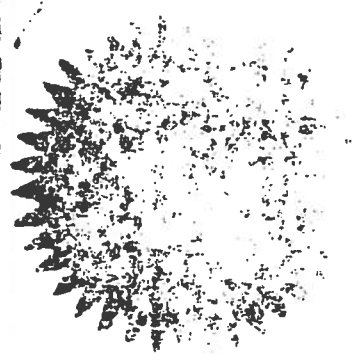
STATE OF CALIFORNIA, a California corporation,

J. D. Hathaway

Richard F. Hathaway

STATE OF CALIFORNIA

County of LOS ANGELES



ON this _____ day of _____, 19____, before me,
Notary Public, personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

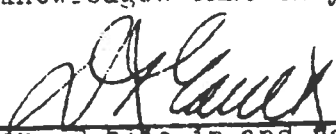
Notary Public in and for the County of Los Angeles, State of California

ACKNOWLEDGMENT - COMPTON - FILE - SEC - WAT - 1000 - 2

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1 STATE OF CALIFORNIA)
2 COUNTY OF LOS ANGELES) SS.
3

4 On this 7th day of May, 1941, before me, D. K. GAULT,
5 a Notary Public in and for the above county and state, personally
6 appeared JOHN R. AGEE and WINIFRED H. AGEE, his wife, GEORGE A.
7 KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS,
8 his wife, LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, C. A.
9 JOURNIGAN and ELIZABETH JOURNIGAN, his wife, EDWARD L. JOURNIGAN and
10 ALICE M. JOURNIGAN, his wife, ROY JOURNIGAN and MARY JOURNIGAN, his
11 wife, known to me to be the persons whose names are subscribed to
12 the within instrument, and acknowledged that they executed the same.
13

14 
15 Notary Public in and for the County
16 of Los Angeles, State of California
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L. A. LEWIS
Attorney at Law
Building 215 South Spring St.
Los Angeles, Cal.
1109 Rowan

OIL AND GAS LEASE

THIS LEASE made and entered into this 20th day of November, 1939, by and between WINIFRED H. AGEE, GEORGE A. KOONTZ, BESSIE KOONTZ, A. L. LEWIS, LOUISE M. LEWIS, LAFAYETTE A. LEWIS, ROSE H. LEWIS, C. A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD L. JOURNIGAN, ALICE M. JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, JOHN R. AGEE and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS" and HATHAWAY COMPANY, a California corporation, hereinafter referred to as "LESSEE", WITNESSETH:

WHEREAS, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit:

The South one-half of the Northeast one-quarter
of Section 6, Township 7 South, Range
(S $\frac{1}{2}$ NE $\frac{1}{4}$)

11 West, S. B. B. & M., in the Rancho Santa Gertrudes, Subdivided by the Santa Gertrudes Land Association as per Map recorded in Book 1, Page 502 and Book 32, Page 18, Miscellaneous Records of Los Angeles County, excepting therefrom the south 25 feet thereof included in the lines of the Little Lake Road, and containing 20 acres of land, more or less, and

WHEREAS, two oil and gas wells were heretofore drilled upon said premises which wells have been abandoned and have remained idle for sometime, and

WHEREAS, the Lessors are desirous of having the Lessee endeavor to restore either one or both of said wells to production or otherwise obtain production of oil and gas from said premises.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) receipt of which is hereby acknowledged and the terms and conditions hereinafter set forth, the Lessors do hereby lease to the Lessee all oil, gas and other hydrocarbon / substances lying in, under, on or through the above described real property, together with the right to take, claim and remove the same from said real property. Said lease shall be made upon the following terms and conditions.

1. This lease shall continue for a period of twenty (20) years from and after the date hereof and so long thereafter as drilling operations on said premises are being conducted, or deferred under provisions herein, and should production of one or more of the products specifically mentioned in the next succeeding paragraph result from said drilling operations, then this lease shall remain in force so long thereafter as one or more of said products are producible from said premises, subject to compliance with the terms and conditions hereof.

2. The Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for, producing, extracting, treating, removing and marketing oil, gas, natural gasoline and other hydrocarbon substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines and other apparatus and equipment, power lines, pipe lines, roads and other appurtenances which may be necessary or convenient in the production, treatment, storage and/or transportation of any and all of said products from and on said property.

3. The Lessee agrees to start drilling operations upon said real property either by going into an old well or wells now located on said property and attempting to produce oil or gas therefrom or commence drilling operations for a new well as soon

as conveniently possible after lessee completes and places on production a well now being drilled by lessee known as Jalk No. 112, but not later than 120 days from date hereof, and to continue such operations after commencing the same with due diligence until oil or gas is discovered or produced in paying quantities. If the operations contemplated herein or any well be abandoned for mechanical reasons or for any other reasons, this lease shall remain in full force and effect if a new well is started within ninety (90) days from the date of such abandonment.

4. Lessee may at any time, and from time to time, either before or after discovery of oil and/or gas on the demised premises, quitclaim the said mineral rights or premises, or any part thereof, to the Lessors, their successors or assigns. Upon the quitclaiming of any part of the land to the Lessors, their successors or assigns, all rights and obligations of the parties hereto, one to the other shall cease and determine as to the portions of the premises quitclaimed (except that the lessee may continue to enjoy such easements on the surrendered premises as may be in use at the time of the surrender). Except as herein provided, full right to said oil, gas and mineral rights shall revest in the Lessors free and clear of all claims of the Lessee, except that the Lessors, their successors or assigns, shall not drill any well on said surrendered land within 330 feet of any producing oil well or within 660 feet of any gas well on land retained by Lessee.

5. In case any producing oil zone shall be discovered either on the demised land or on any adjoining land and within 500 feet from any outer boundary of said demised land which, on thirty (30) days' production test, shall be shown to be sufficiently productive to demonstrate that such deeper zone will justify the expense of drilling wells into the same and developing and producing therefrom - then Lessee shall protect the outer boundaries of said demised land against drainage by wells drilled into said deeper

producing oil zone or zones; and for that purpose, within ninety (90) days after the completion of any well on adjoining property into any such deeper oil zone and the thirty (30) days' test of the same demonstrating that the production of oil is sufficient to warrant drilling new wells into said zone, Lessee shall either begin deepening an existing oil well on said demised land within offsetting distance from the well on said adjoining land, or shall begin the drilling of a new well on the demised land offsetting said deeper well on adjoining land, - and in either case shall drill said well to substantially the same depth and formation as the well on adjoining land which it is designed to offset. PROVIDED that in case the Lessee shall fail to begin the deepening of said old well or the drilling of a new offsetting well within the time hereinbefore in this item limited, and if such failure shall continue for thirty (30) days after written notice of such default served on Lessee by Lessor, then the right of Lessee to drill into and produce oil and/or gas from said deeper zone from which said well on adjoining land is producing shall, at the election of Lessor, be terminated, and Lessor shall thereupon have the right, either himself or by some other Lessee, to protect the demised land by drilling into and producing from said deeper productive oil zone, - provided that in no case shall Lessor or any new Lessee drill any well into said deeper zone nearer than 300 feet to any well then being operated or capable of being operated by the Lessee hereunder, nor shall the Lessor or any new Lessee in any wise produce from any productive oil zone from which the Lessee hereunder is already producing, or in any wise interfere with the operations of the Lessee under this lease.

If Lessee shall elect to drill any offsetting well required as aforesaid into any newly discovered deeper oil zone than that

from which production is being obtained on said demised land, the Lessee shall thereafter proceed with reasonable diligence to protect said deeper oil zone on the demised land against drainage and against loss of gas pressure by drilling or deepening wells into said deeper oil zone - but not exceeding in the aggregate the equivalent of one (1) well to each five (5) acres retained by Lessee under this lease; and in no case shall Lessee be required to begin the drilling of a new well to said deeper zone earlier than ninety (90) days after the completion and testing of the last well drilled by it to said zone, nor shall it be required to drill to said new zone with more than one string of tools.

6. Drilling and/or producing operations may be suspended or curtailed on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, conservation or curtailment agreements, or interferences by municipal, state or federal action, or the action of other governmental officers or bodies, or other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the causes herein specifically mentioned, and when there is no market for the oil, or so long as the established and posted market price offered by the major oil purchasing companies for oil of the quality produced on said premises, in the district in which the premises are located, shall be less than seventy-five cents per barrel at the well. The lessee is hereby authorized by Lessor to enter into conservation and curtailment agreements with other operators for the purpose of preventing waste or for the conservation of oil and/or gas, when such agreements are required or permitted by state or federal officials or statutes; provided that any such agreed curtailment shall be at no greater pro rata percentage per well or location on demised premises than that on offset acreage where offset wells are producing or drilling.

Part of,
Original Lease

6. After discovery of oil the lessee may at any time quitclaim any part of said land to the lessors, their successors or assigns. Upon the quit-claiming of any part of the land to the lessors, their successors or assigns, or on the expiration of the twenty (20) year period, no further well shall be drilled upon said property and all rights of the lessee therein shall cease, except that the lessee have the right to operate, deepen, re-drill and properly maintain all producing wells upon the property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operation. Except as herein provided, full right to said land shall re-vest in the lessors, free and clear of all claims of the lessee, except that the lessors, their successors or assigns, shall not drill any wells on said lands within an area of three hundred (300) feet in the form of a square surrounding each producing well, or any well that may be drilling continuously and without due diligence at that time.

7. The Lessee shall be entitled to use, without payment of royalty, so much of the water, oil and/or gas produced on said property as may be required in the operation of the property. If Lessee uses electrical equipment in the operation of the property after development of oil and/or gas in paying quantities, and by reason of such use, markets the free fuel to which Lessee is entitled, the Lessee is hereby authorized to deduct monthly from any royalty payments accruing to Lessors a sum equal to one-sixth part of the monthly power bill incurred in the operation of the property.

8. The Lessee shall pay to the Lessors as royalty on oil, a sum equal to one-sixth of the market price of all oil produced and sold by it from said premises, which market price it is hereby agreed shall be the published offered price by the major oil purchasing companies for oil of like quality and gravity at the well in the district in which the demised premises are located, on date of delivery of the oil from Lessee's gauge tanks. If the oil be unsaleable at such price, the Lessee shall so notify Lessors and the Lessors shall thereupon immediately, and in lieu of cash, accept his royalty in kind at the well or tank provided by Lessee. Upon failure of Lessors to so accept their royalty oil, it shall, without further notice to Lessors, be sold with Lessee's oil, if and when Lessee's oil is sold and the price received therefor by Lessee shall be the price used in settlement under this paragraph. In the event the oil requires treatment or dehydration to render it marketable, the Lessee is hereby authorized to deduct from the amount due the Lessors, the Lessors' proportion of the cost of the transportation to and from the treating plant, if same is located off the premises, and of such treating and dehydrating.

9. All material furnished or work done on said land by the Lessee shall be at the Lessee's sole cost and expense, except as herein otherwise provided, and Lessee agrees to protect said

gas is sold, or is processed for the extraction of gasoline, such payment to be in full for Lessor's interest in said gas, and to be in lieu of specific royalties for gas and gasoline in this paragraph hereinbefore mentioned, the exercise of such option or subsequent reversion, to be by notice in writing to Lessors.

12. Lessee shall pay all taxes on its personal property and improvements and on all oil stored on the leased premises on the first Monday of March of each year and five-sixths (5/6ths) of the increase of taxes on such portion of the leased premises as remains covered by this lease on said day when such increase is caused by the discovery of oil thereon, when assessed upon said land as an increased valuation of the mineral rights. The Lessors agree to pay the remaining portion of such increased assessment. The Lessee is hereby authorized to pay the total amount of taxes assessed on said mineral rights, improvements and stored oil and deduct the Lessor's portion thereof from the amount of any royalties which may accrue to the Lessors.

13. All royalty moneys accruing to the Lessors under Paragraph 7 hereof for deliveries or sales during any calendar month shall be delivered to the Lessors on or before the 20th day of the next succeeding month by paying said amount into the Bank of America National Trust and Savings Association, a national banking association of Norwalk, California, which bank is hereby designated as depository of the Lessors and such payment into said bank for the account of Lessors shall relieve the Lessee from any liability or obligation in the proper distribution thereof among the Lessors. It is understood and agreed that the parties joining as Lessors herein have heretofore entered into a pooling agreement covering the demised property and other property adjacent thereto, and that the Lessee shall not be liable for any division of the royalty under this lease or said pooling agreement. Upon payment being made to said bank of the royalty due hereunder the Lessee shall be released.

of any and all obligations or duty to make any division or payment of royalty to the Lessors herein, it being understood that the Lessors will look to said bank for a division of the royalty according to their instructions to said bank.

14. The term "paying quantities" wherever used herein is hereby defined as the output from a well or wells of such quantity of one or more of the products authorized to be produced under this lease as Lessee may, considering depth of well and quality of product and after a production test of thirty (30) consecutive days, deem sufficient to warrant further operations for its removal.

15. Lessee shall carry on all operations in a careful, workmanlike manner, and in accordance with the laws of the State of California. Lessee shall keep full records of the operations and production and sales or shipments of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the Lessor.

16. The Lessee agrees to conduct its operations so as to interfere as little with the use of the land for agricultural, horticultural or grazing purposes as is consistent with the economical operation of the property for oil, and agrees to pay the owner of the surface rights of said land for any damage to growing crops which may be done through its negligence.

17. The Lessee shall have the right at any time during the term of this lease to remove any tanks, pipes, pipe lines, structures, casing or other equipment, appurtenances or appliances of any kind whether on or in said property at the present time or brought upon said property hereafter whether or not the same be affixed to the soil.

18. In the event of any breach of any of the terms or conditions of this lease by the Lessee, and the failure to remedy the same within thirty (30) days after written notice from the Lessors so to do, then, at the option of the Lessors, this lease

shall forthwith cease and determine, and all rights of the Lessee in and to said mineral rights and land be at an end.

19. Notwithstanding any forfeiture of this lease, the Lessee shall have the right to retain any and all wells being drilled, or producing or capable of producing oil or gas in paying quantities, at the time of such forfeiture, together with the aforesaid easements and appurtenances of said wells and sufficient land surrounding each well for the operation thereof. The wells so retained shall be subject to all the terms and conditions of this lease.

20. In case any action is brought at law or in equity by third parties claiming title to the land, in hostility to the Lessors, then, during the pendency of said action, until final decision thereof, the Lessee may discontinue operations of said lands, or if it operates wells, may deposit the royalties accruing under this lease in any national bank in the County of Los Angeles to the joint account of the Lessors and Lessee.

21. Any notice from the Lessors to the lessee must be given by sending the same by registered mail addressed to the Lessee at Norwalk, California, and any notice from the Lessee to the Lessor may be given by sending the same by registered mail, addressed to Bank of America National Trust and Savings Association, at Norwalk, California, who is hereby designated as agent of Lessors. Either party, or the assigns of either party, may at any time, by written notice to the other party, change the address to which notices shall be sent and the Lessors may change the designated agent, and after such written notices to either party by the other, by registered mail, all subsequent notices shall be sent to the address therein indicated and to the substituted agent of Lessors.

22. Upon the expiration of this lease, or its sooner termination in whole or in part, the Lessee shall surrender possession of the terminated portion of the premises to the Lessor, and shall deliver to the Lessors a good and sufficient quitclaim deed or release

✱

23. Lessee shall not sub-let said premises or under-let the same or assign any interest in said lease covering said premises other than the whole thereof without the written consent of Lessor had and obtained. Lessee shall be permitted to assign this entire lease to any person or corporation actively engaged in the production of oil, which person or corporation has net assets of at least Two Hundred Thousand (\$200,000.00) Dollars over and above liabilities, and that said assignment shall be conditioned distinctly upon said assignee, assuming the terms and provisions and conditions of said lease, and agreeing to comply therewith. Such assignment shall contain the following paragraph, to-wit:

"The assignee hereby covenants and agrees with assignor and with Lessor under said original lease that it or he will comply with all of the terms, provisions and covenants of said lease by said Lessee thereunder to be performed, and to make any and all payments for royalties, damages or for the other covenants of said lease as in said lease provided."

No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment, or a true copy thereof. If the estate of Lessors or any part thereof is assigned, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment or a true copy thereof.

24. It is understood and agreed that there are no terms and conditions, covenants or warranties, express or implied other than set forth in this lease, except that Lessors warrant title to said property and that they have the right to lease said described land to the Lessee as provided in this lease, and that no other persons claim any interest to said property or adverse to

Lessors which will in any wise affect or injure the operations of the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

John R. Agee
Guinevere H. Agee
George A. Noonts
Bessie Noonts
C. L. Lewis
Louis M. Lewis
Deane A. Lewis
Ruby H. Lewis
Edith Jourmigan
Elizabeth Jourmigan
Willie M. Jourmigan
Ray Jourmigan
Alfred Jourmigan

LESSORS

HATHAWAY COMPANY, a California Corporation

D. N. B. H. H.

STATE OF CALIFORNIA,

County of Los Angeles

SS.

ON THIS 30th day of November, A.D., 1939, before me,
IRMA D. KIRBY

a Notary Public in and for the said County and State, personally appeared...

J. ELWOOD HATHAWAY

known to me to be the

President, and RICHARD F. HATHAWAY

to be the Secretary of the

HATHAWAY COMPANY

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

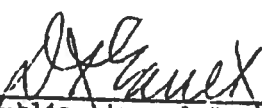
Irma D. Kirby
Notary Public in and for said County and State.

My Commission Expires February 3, 1940

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 28th day of November in the year One Thousand Nine hundred and thirty Nine, before me, D. K. Gault, a Notary Public, in and for the County of Los Angeles, personally appeared Winifred H. Agee, George A. Koontz, Bessie Koontz, A. L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, C. A. Journigan, Elizabeth Journigan, Edward L. Journigan, Alice M. Journigan, Roy Journigan, Mary Journigan, John H. Agee, known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official seal, at my office in the County of Los Angeles, the day and year in this certificate first above written.



Notary Public, in and for the County
of Los Angeles, State of California

MICROFILMED

(20)

Secy's File
3025/52

PARTIAL ASSIGNMENT OF LEASE

9/5/39

W. L. H. H.

100' x 200'

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and HESSIE KOONTZ, his wife, A. L. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 138 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 334 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease unto GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a Delaware corporation, together with all its rights, benefits, privileges, title and interest in and to the land:

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, GENERAL PETROLEUM CORPORATION OF CALIFORNIA, a Delaware corporation, hereby assigns and conveys to HATHAWAY COMPANY, its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject to the terms hereof, said Oil and Gas Lease dated May 13, 1920, in so

CJ:RI
9-1-39

far as concerns the following described property, to-wit:

A portion of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, T. 3 S., R. 11 W., S.B.B. & M., more particularly described as follows:

Beginning at a point on the northerly boundary line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, said point being 94 feet easterly of the northwest corner thereof; thence southerly at right angles 100 feet; thence easterly and parallel to said northerly line 200 feet; thence northerly at right angles 100 feet to the said northerly line; thence westerly along said northerly line 200 feet to the point of beginning, containing 20,000 square feet, or 0.459 acres, all in the County of Los Angeles, State of California,

subject to 1939 - 1940 Los Angeles County mining rights taxes,

State of California,
COUNTY OF LOS ANGELES } ss.

On this 6th day of September, A. D., 1939, before me, B. M. ANDERSEN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared R. A. SPERRY known to me to be the Vice - President, and CASSEL JACOBS

known to me to be the Assistant - Secretary of the GENERAL PETROLEUM CORPORATION OF CALIFORNIA, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State

My Commission Expires July 25, 1941

STATE OF CALIFORNIA,

County of Los Angeles } ss.

ON THIS 8th day of September, A. D., 1939 before me, IRMA D. KIRBY

a Notary Public in and for the said County and State, personally appeared

J. Elwood Hathaway

known to me to be the President, and Richard F. Hathaway known to me

to be the Secretary of the HATHAWAY COMPANY

the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for said County and State.

ACKNOWLEDGMENT—CORP.—PRES. & SEC.—WOLCOTT'S FORM 226

My Commission Expires July 25, 1941

HATHAWAY COMPANY

P. O. BOX 74
NORWALK, CALIFORNIA

December 4, 1939.

Your File 295

General Petroleam Corporation,
108 West Second Street,
Los Angeles, California.

Gentlemen:

The following is the recording information
on the Partial Assignment of Lease.

RECORDED
November 21, 1939.
43 Min. past 10 A M
Book 17027
At Page 205
OF OFFICIAL RECORDS
LOS ANGELES, CO. CAL.

Mame B. Beatty, County Recorder
I certify that I have correctly transcribed
this document in above mentioned book.

Monica R. Egerer
copyist County Recorders Office, L.A. County Co.

Very truly yours,

HATHAWAY COMPANY

By Anna S. Kirby

k

EMOMG 00689

other property, with the sole and exclusive right of
prospecting thereon and drilling for and removing oil,
gas, hydro-carbon and kindred substances therefrom, and
to establish and maintain thereon such tanks, boilers,

EMOMG 00690

houses, engines and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads and other appurtenances necessary in the operation or production of said substances from said premises, for a period of twenty years from May 13th 1920, and so long thereafter as oil or gas, hydro-carbon or kindred substances be produced in paying quantities by means of any wells or other works constructed or in the course of construction at the expiration of said twenty year period, for the rental or royalty therein provided. Said lease provides that the lessors shall have the use of the surface of said lands for agricultural, horticultural and grazing purposes to such an extent as will not interfere with the proper operations of the lessee for oil.

For further particulars reference is hereby made to said lease recorded in Book 138 Page 118 of Leases.

3rd. The reservation contained in the deed from John Russell Agee and wife, to General Petroleum Corporation, a corporation, filed for record August 16th 1922, as follows:

"RESERVING, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 138 of Leases, at Page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease."

"ALSO RESERVING unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydro-carbon substances contained in said land, in this event grantors, or their successors shall have all

rights incident or necessary to the convenient extraction of all oil, gas or other hydro-carbon substances, paying a reasonable damage, if any be done, to property of grantee, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydro-carbon substances, it being understood that grantee shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property."

DESCRIPTION.

The South half of the North half of the North East quarter of the South West quarter of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M.,

EXCEPT the East thirty (30) feet reserved for roads, railroads, ditches and water courses by deed recorded in Book 60 Page 406 of Deeds, Records of said County.

ALSO an undivided half of that portion of the North half of the North East quarter of the South West quarter of said Section Six (6), Township Three (3) South, Range Eleven (11) West, S. B. M., described as follows:

Beginning at a point thirty (30) feet South of a point in the North line of said South West quarter, distant one hundred fifty (150) feet West of the North East corner of said South West quarter; thence South parallel with the East line of said South West quarter forty-eight (48) feet; thence East parallel with the North line of said South West quarter fifteen (15) feet; thence North parallel with the East line of said South West quarter forty-eight (48) feet; thence West fifteen (15) feet to the point of beginning,

together with the pumping plant located thereon.

ALSO an easement for a pipe line over a strip of land four (4) feet in width, the center line thereof being described as follows:

Beginning at a point in the above described property distant thirty (30) feet South of a point in the North line of said South West quarter, distant one hundred fifty (150) feet West of the North East corner of said South West quarter, said point of beginning being the center of a stand-pipe running thence East parallel with the North line of said South West quarter to a point in the East line thereof.

NOTE. No examination has been made as to judgments or other incumbrances made or suffered by General Petroleum Corporation, a corporation, and no guarantee is made in reference thereto.

This Guarantee is issued upon the following conditions and stipulations:

1. No provision or condition of this Guarantee can be waived or changed except by writing endorsed hereon or attached hereto and signed by the President, a Vice-President or the Secretary of this Company.
2. The liability of this Company shall in no case exceed in all the amount stated on the first page hereof and shall in all cases be limited to the actual loss of the persons and corporations for whose benefit and protection this Guarantee is issued as their respective interests may appear, provided, that each subsequent owner or pledgee of any indebtedness secured by mortgage or deed of trust shown herein, shall be entitled to, and shall have, all the protection, rights and remedies secured to the original owner thereof by the issuance of this Guarantee.
3. Any loss shall be payable within thirty days after the amount thereof has been definitely fixed.
4. This Guarantee does not include examination of or report on:
 - a. Adverse claims or rights not shown by such official records.
 - b. Reservations in federal or state patents, existing roads, water rights, mining claims, records of any local district or city in said county or matters affecting title resulting therefrom.
 - c. Taxes or assessments levied by any such district or city, unless shown as a record lien by such official records.
 - d. The validity of any easement, lease, declaration of homestead, attachment, public assessment, tax sale or money judgment mentioned herein.
 - e. Action by any governmental or public agency for the purpose of regulating, restricting or controlling the occupancy or use of the land herein described, or any building thereon.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused this Guarantee to be signed by its President and attested by its Assistant Secretary, under its corporate seal, this

Sixteenth day of August 1922 at 6:30 A. M.

611808

-4-

TITLE INSURANCE AND TRUST COMPANY,

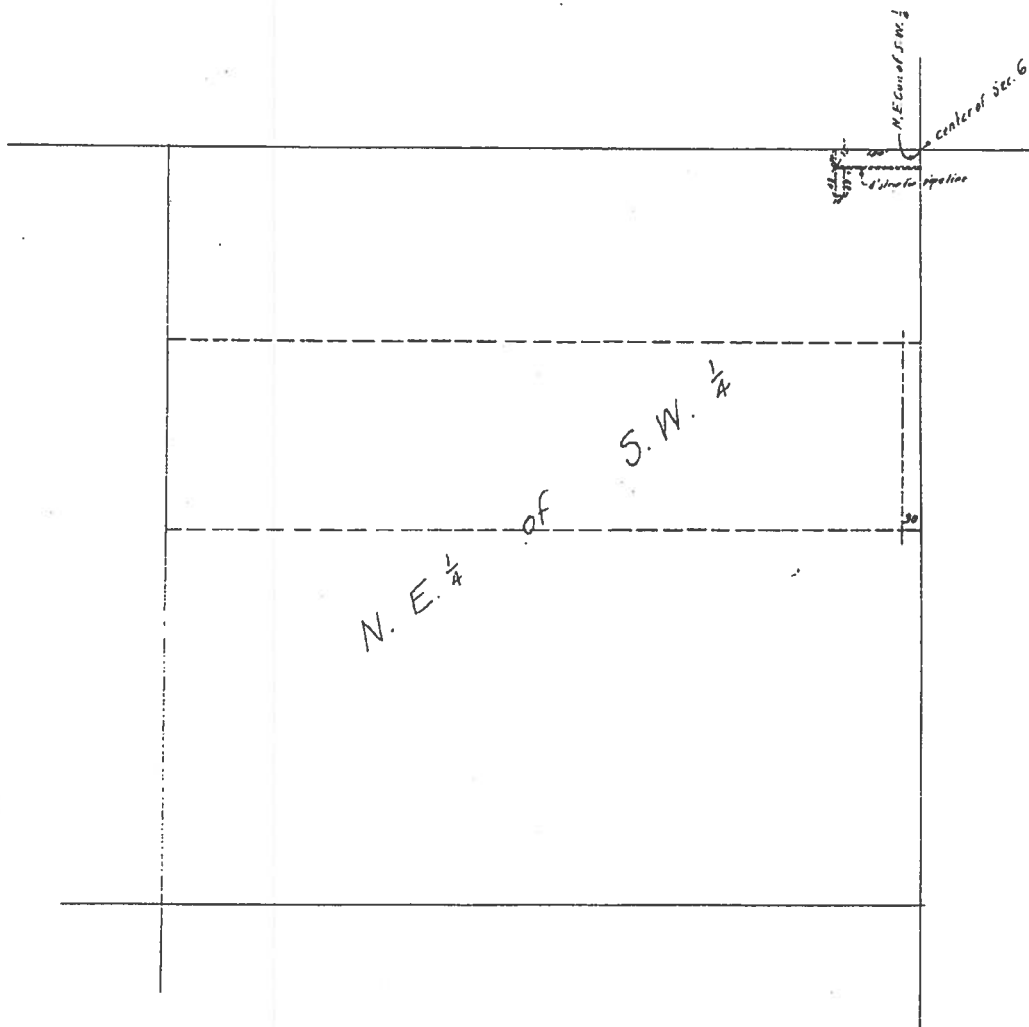
By

William H. Allen Jr.
President

Attest

H. H. Mills
Assistant Secretary.

6
Plot
Showing part
Sec. 6 Twp 3 S. R. 11 W.
Los Angeles Co
Cal.



DIRECTORS
WM. H. ALLEN, JR. M. S. SELLMAN
WM. R. STAATS H. W. MELVINY
W. H. CASWELL O. P. BRANT
O. P. CLARK WM. H. BURNHAM
L. J. BEYRON H. H. ROBINSON
H. C. ALLEN

MICROFILMED
CABLE ADDRESS "TITLE TRUST"
INCORPORATED DECEMBER 20TH 1903
CAPITAL AND SURPLUS (EARNED) \$ 2,500,000

LAW DEPARTMENT
C. H. BROCK
J. H. MASTING
ERLE M. LEAF
EDWARD T. COBBEL
O' MELVINY, MILLER & TULLER

Title Insurance and Trust Company

Secy's File
3025/9

OFFICERS
WM. H. ALLEN, JR. President
O. P. BRANT, Vice President and Manager
M. S. SELLMAN, Vice President
H. W. MELVINY, Vice President
L. J. BEYRON, Vice President
O. P. CLARK, Secretary and Treasurer
W. B. BROWN, Assistant Secretary
E. L. FARMER, Assistant Secretary
J. B. SAMUEL, Assistant Secretary

TITLE INSURANCE BUILDING
LOS ANGELES

OFFICERS
A. C. STELLER, Assistant Secretary
H. W. THOMPSON, Vice President and Assistant Secretary
J. H. COVERLEY, Trust Officer
T. A. SIMPSON, Assistant Trust Officer
E. L. LYMER, Assistant Trust Officer
R. R. THOMPSON, Assistant Trust Officer
H. G. BOCKIUS, Assistant Trust Officer
W. W. POWELL, Assistant Trust Officer
R. H. SNOW, Assistant Trust Officer

Id 17/38

Guarantee

611808

Issued for the benefit and protection of General Petroleum Corporation
and John Russell Agee

After a careful examination of the official records of the
County of Los Angeles, State of California, except those hereinafter
mentioned, and of the official records of the Federal Offices located at Los Angeles, in relation
to the record title to the land herein described,

Title Insurance and Trust Company

hereby Guarantees, in a sum not to exceed \$30,000.00, that said title as appears from
said records, is vested in

GENERAL PETROLEUM CORPORATION,

a corporation.

FREE FROM ALL INCUMBRANCES.

EXCEPT 1st. Taxes of the fiscal year 1922-1923 not
examined.

2nd. A lease executed by John R. Agee and Winifred
H. Agee, his wife, et al, to General Petroleum Corporation,
a corporation, of the premises hereinafter described, and
other property, with the sole and exclusive right of
prospecting thereon and drilling for and removing oil,
gas, hydro-carbon and kindred substances therefrom, and
to establish and maintain thereon such tanks, boilers,

houses, engines and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads and other appurtenances necessary in the operation or production of said substances from said premises, for a period of twenty years from May 13th 1920, and so long thereafter as oil or gas, hydro-carbon or kindred substances be produced in paying quantities by means of any wells or other works constructed or in the course of construction at the expiration of said twenty year period, for the rental or royalty therein provided. Said lease provides that the lessors shall have the use of the surface of said lands for agricultural, horticultural and grazing purposes to such an extent as will not interfere with the proper operations of the lessee for oil.

For further particulars reference is hereby made to said lease recorded in Book 138 Page 118 of Leases.

3rd. The reservation contained in the deed from John Russell Agee and wife, to General Petroleum Corporation, a corporation, filed for record August 16th 1922, as follows:

"RESERVING, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 138 of Leases, at Page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease."

"ALSO RESERVING unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydro-carbon substances contained in said land, in this event grantors, or their successors shall have all

rights incident or necessary to the convenient extraction of all oil, gas or other hydro-carbon substances, paying a reasonable damage, if any be done, to property of grantee, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydro-carbon substances, it being understood that grantee shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property."

DESCRIPTION.

The South half of the North half of the North East quarter of the South West quarter of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M.,

EXCEPT the East thirty (30) feet reserved for roads, railroads, ditches and water courses by deed recorded in Book 60 Page 406 of Deeds, Records of said County.

ALSO an undivided half of that portion of the North half of the North East quarter of the South West quarter of said Section Six (6), Township Three (3) South, Range Eleven (11) West, S. B. M., described as follows:

Beginning at a point thirty (30) feet South of a point in the North line of said South West quarter, distant one hundred fifty (150) feet West of the North East corner of said South West quarter; thence South parallel with the East line of said South West quarter forty-eight (48) feet; thence East parallel with the North line of said South West quarter fifteen (15) feet; thence North parallel with the East line of said South West quarter forty-eight (48) feet; thence West fifteen (15) feet to the point of beginning,

together with the pumping plant located thereon.

ALSO an easement for a pipe line over a strip of land four (4) feet in width, the center line thereof being described as follows:

Beginning at a point in the above described property distant thirty (30) feet South of a point in the North line of said South West quarter, distant one hundred fifty (150) feet West of the North East corner of said South West quarter, said point of beginning being the center of a stand-pipe running thence East parallel with the North line of said South West quarter to a point in the East line thereof.

NOTE. No examination has been made as to judgments or other incumbrances made or suffered by General Petroleum Corporation, a corporation, and no guarantee is made in reference thereto.

This Guarantee is issued upon the following conditions and stipulations:

1. No provision or condition of this Guarantee can be waived or changed except by writing endorsed hereon or attached hereto and signed by the President, a Vice-President or the Secretary of this Company.
2. The liability of this Company shall in no case exceed in all the amount stated on the first page hereof and shall in all cases be limited to the actual loss of the persons and corporations for whose benefit and protection this Guarantee is issued as their respective interests may appear, provided, that each subsequent owner or pledgee of any indebtedness secured by mortgage or deed of trust shown herein, shall be entitled to, and shall have, all the protection, rights and remedies secured to the original owner thereof by the issuance of this Guarantee.
3. Any loss shall be payable within thirty days after the amount thereof has been definitely fixed.
4. This Guarantee does not include examination of or report on:
 - a. Adverse claims or rights not shown by such official records.
 - b. Reservations in federal or state patents, existing roads, water rights, mining claims, records of any local district or city in said county or matters affecting title resulting therefrom.
 - c. Taxes or assessments levied by any such district or city, unless shown as a record lien by such official records.
 - d. The validity of any easement, lease, declaration of homestead, attachment, public assessment, tax sale or money judgment mentioned herein.
 - e. Action by any governmental or public agency for the purpose of regulating, restricting or controlling the occupancy or use of the land herein described, or any building thereon.

IN TESTIMONY WHEREOF, Title Insurance and Trust Company has caused this Guarantee to be signed by its President and attested by its Assistant Secretary, under its corporate seal, this

.....Sixteenth day of August 1922 at 8:30 A. M.

611808
-4-

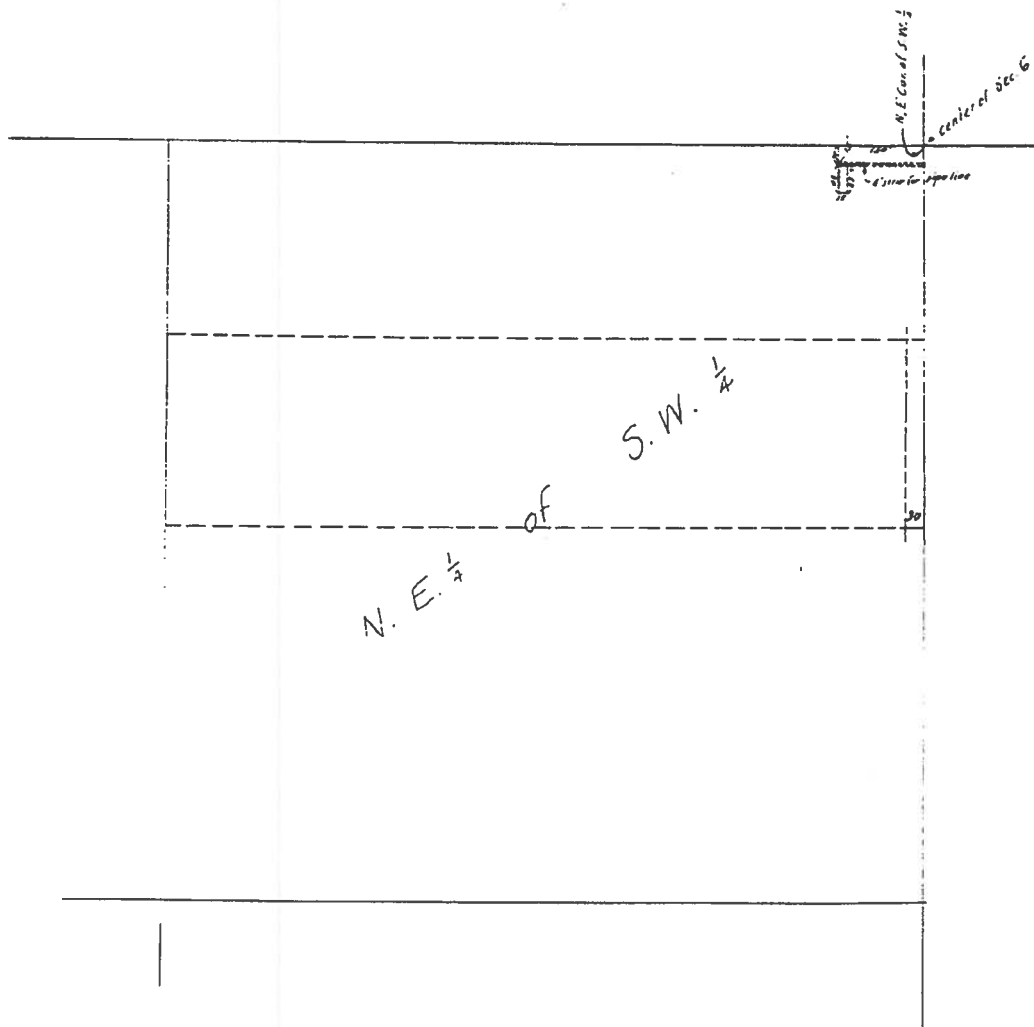
TITLE INSURANCE AND TRUST COMPANY,

By

William H. Allen
President

Attest *H. H. Mills*
Assistant Secretary.

6
 Plot
 Showing part
 Sec. 6 Twp 3 S. R. 11 W
 Los Angeles Co
 Cal.



GRANT DEED

7/31/22

6K
7/31/22

JOHN RUSSELL AGEE and WINIFRED H. AGEE, his wife, in consideration of TEN DOLLARS (\$10.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to GENERAL PETROLEUM CORPORATION, a California corporation, all that real property situate in the County of Los Angeles, State of California, described as follows:

The south half ($S\frac{1}{2}$) of the north half ($N\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S. B. M.;

EXCEPT the east thirty (30) feet reserved for roads, railroads, ditches and water courses, by deed recorded in Book 60, page 406, of Deeds, records of said county.

ALSO, an undivided half of that portion of the north half ($N\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) of said Section Six (6), Township 3 south, Range 11 west, S. B. M., described as follows:

Beginning at a point thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter; thence south, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence east, parallel with the north line of said southwest quarter, fifteen (15) feet; thence north parallel with the east line of said southwest quarter, forty-eight (48) feet; thence west fifteen (15) feet to the point of beginning, together with the pumping plant located thereon.

ALSO, an easement for a pipe line over a strip of land four (4) feet in width, the center line thereof being described as follows: Beginning at a point in the above described property distant thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter, said point of beginning being the center of a stand-pipe; running thence east, parallel with the north line of said southwest quarter, to a point in the east line thereof.



RESERVING, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 138 of Leases, at page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease.

ALSO RESERVING unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydrocarbon substances contained in said land. In this event grantors, or their successors, shall have all rights incident or necessary to the convenient extraction of all oil, gas or other hydrocarbon substances, paying a reasonable damage, if any be done, to property of grantee, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydrocarbon substances, it being understood that grantee shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property.

SUBJECT to taxes for the fiscal year 1922-1923.

TO HAVE AND TO HOLD to the said grantee, its successors or assigns, forever.

WITNESS our hands this 31st day of July, 1922.

John Russell Agree
Winifred A. Agree

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) SS.

before me, Lora Ragby On this 11th day of August, 1922, a Notary Public in and for said county, personally appeared JOHN RUSSELL AGREE and WINIFRED A. AGREE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Lora Ragby
NOTARY PUBLIC in and for the County
of Los Angeles, State of California.

Lam.

SECRETARY'S FILE

No.

MICROFILMED

Secy's File
3025/6

March 1, 1922.

General Petroleum Corporation,
1003 Higgins Building,
Los Angeles, California.

Gentlemen:

The undersigned, being all of the lessors named in an oil and gas lease dated May 13, 1920, and recorded in Book 138 of Leases, at page 118 thereof, records of Los Angeles County, do hereby agree that your Corporation, (Lessee named in said lease) is hereby permitted and authorized to bring in the first well on said premises as a gas well upon the express condition that if the same produces gas in paying quantities, the drilling of a well for oil shall be commenced within thirty days after the bringing in of said gas well, and drilled as provided in the lease above referred to, and if the said well does not produce gas in paying quantities within thirty days from this date, then the said lessee shall continue the drilling of the said well for oil as in said lease provided.

It is expressly understood and agreed that this amendment is not intended to and does not in any manner whatsoever change, alter, add to or take from any of the terms and conditions of the said lease dated May 13, 1920, except as herein expressly provided.

John R. Ace
Thompson H. Ace
W. A. Jounigan
Philip H. Jounigan
Chas. Roontz
Bessie Roontz
Arthur L. Lewis
Louise Lewis
L. A. Lewis
Rose H. Lewis

The above is hereby accepted,

GENERAL PETROLEUM CORPORATION,

BY

Shaw
Assistant Secretary

611808

SECRETARY'S FILE

No. 3025/5

In consideration of payment of the debt thereby secured I hereby release the Mortgage dated
October 1st, 1920, given by John Russell Agee and Winifred
H. Agee,

to Clara Williams,

recorded in Book 4670 page 212 of Mortgages, in the office of the County Recorder
of Los Angeles, County, California.

Dated July 24th, 1922

Clara Williams

State of California, } ss.
County of Los Angeles, }

On this 24th day of July one thousand nine hundred twenty
two, before me,

a Notary Public in and for said County, personally appeared

Clara Williams,

known to me to be the person whose name is subscribed to the within instrument, and
acknowledged that she executed the same.

Witness my hand and official seal.

Notary Public in and for said County

Los Angeles, State of California.

GRANT DEED

7/31/22

JOHN RUSSELL AGEE and WINIFRED H. AGEE, his wife, in consideration of TEN DOLLARS (\$10.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to GENERAL PETROLEUM CORPORATION, a California corporation, all that real property situate in the County of Los Angeles, State of California, described as follows:

The south half ($S\frac{1}{2}$) of the north half ($N\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S. B. M.;

EXCEPT the east thirty (30) feet reserved for roads, railroads, ditches and water courses, by deed recorded in Book 60, page 406, of Deeds, records of said county.

ALSO, an undivided half of that portion of the north half ($N\frac{1}{2}$) of the northeast quarter ($NE\frac{1}{4}$) of the southwest quarter ($SW\frac{1}{4}$) of said Section Six (6), Township 3 south, Range 11 west, S. B. M., described as follows:

Beginning at a point thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter; thence south, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence east, parallel with the north line of said southwest quarter, fifteen (15) feet; thence north parallel with the east line of said southwest quarter, forty-eight (48) feet; thence west fifteen (15) feet to the point of beginning, together with the pumping plant located thereon.

ALSO, an easement for a pipe line over a strip of land four (4) feet in width, the center line thereof being described as follows: Beginning at a point in the above described property distant thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter, said point of beginning being the center of a stand-pipe; running thence east, parallel with the north line of said southwest quarter, to a point in the east line thereof.



RESERVING, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 138 of Leases, at page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease.

ALSO RESERVING unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydrocarbon substances contained in said land. In this event grantors, or their successors, shall have all rights incident or necessary to the convenient extraction of all oil, gas or other hydrocarbon substances, paying a reasonable damage, if any be done, to property of grantee, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydrocarbon substances, it being understood that grantee shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property.

SUBJECT to taxes for the fiscal year 1922-1923.

TO HAVE AND TO HOLD to the said grantee, its successors or assigns, forever.

WITNESS our hands this 31st day of July, 1922.

John Russell Agee
Winifred A. Agee

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) SS.

On this 11th day of August, 1922, before me, Loris Rugby, a Notary Public in and for said county, personally appeared JOHN RUSSELL AGEE and WINIFRED A. AGEE, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Loris Rugby
NOTARY PUBLIC in and for the County
of Los Angeles, State of California.

Jam

SECRETARY'S FILE

No.....

MICROFILMED

Secy's File
3025/6

March 1, 1922.

General Petroleum Corporation,
1003 Higgins Building,
Los Angeles, California.

Gentlemen:

The undersigned, being all of the lessors named in an oil and gas lease dated May 13, 1920, and recorded in Book 138 of Leases, at page 118 thereof, records of Los Angeles County, do hereby agree that your Corporation, (Lessee named in said lease) is hereby permitted and authorized to bring in the first well on said premises as a gas well upon the express condition that if the same produces gas in paying quantities, the drilling of a well for oil shall be commenced within thirty days after the bringing in of said gas well, and drilled as provided in the lease above referred to, and if the said well does not produce gas in paying quantities within thirty days from this date, then the said lessee shall continue the drilling of the said well for oil as in said lease provided.

It is expressly understood and agreed that this amendment is not intended to and does not in any manner whatsoever change, alter, add to or take from any of the terms and conditions of the said lease dated May 13, 1920, except as herein expressly provided.

<u>John R. Ace</u>	<u>Arthur L. Lewis</u>
<u>Benjamin H. Ace</u>	<u>Louise Lewis</u>
<u>E. A. Jounigan</u>	<u>L. A. Lewis</u>
<u>Olin H. Jounigan</u>	<u>Rose H. Lewis</u>
<u>E. A. Kootz</u>	
<u>Bessie Kootz</u>	

The above is hereby accepted,

GENERAL PETROLEUM CORPORATION,

BY

Shaw
Assistant Secretary

611808

SECRETARY'S FILE

No. 3025/3

In consideration of payment of the debt thereby secured I hereby release the Mortgage dated
October 1st, 1920, given by John Russel Agee and Winifred
H. Agee,

to Clara Williams,

recorded in Book 4670 page 212 of Mortgages, in the office of the County Recorder
of Los Angeles, County, California.

Dated July 24th, 1922.

Clara Williams.

State of California, } ss.
County of Los Angeles, }

On this 24th day of July one thousand nine hundred twenty
two, before me,

a Notary Public in and for said County, personally appeared

Clara Williams,

known to me to be the person whose name is subscribed to the within instrument, and
acknowledged that she executed the same.

Witness my hand and official seal.

Notary Public in and for said County

of Los Angeles, State of California.

*De G. Aggie ... also ...
their interests*

THIS INDENTURE OF LEASE made and entered into this 13th
day of May 1920, by and between JOHN R. AGEE and WINIFRED
H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his
wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. L. LEWIS
and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE
H. LEWIS, his wife, hereinafter called the Lessors, and the
GENERAL PETROLEUM CORPORATION, organized and existing under and
by virtue of the laws of the State of California, with its prin-
cipal place of business in San Francisco, California, hereinafter
called the Lessee,

W I T N E S S E T H -

That the lessors for and in consideration of the sum
of Ten and no/100 Dollars (\$10.00) receipt whereof is hereby ac-
knowledged, leases to the lessee all of those certain pieces or
parcels of land situate in the County of Los Angeles, State of
California, and more particularly described as follows, respecti-
vely, to-wit:

Agee 10

The South one-half of the North one-half
of the Northeast quarter of the Southwest quar-
ter of Section Six, Township Three South, Range
Eleven West, S. B. B. & M. containing Ten (10)
acres, more or less;

Journigan 20

The South one-half of the Northeast quarter
of the Southwest quarter of Section Six, Township
Three South, Range Eleven West, S. B. B. & M.
containing Twenty (20) acres, more or less;

Koontz 21 1/2

The North one-half of the Southeast quarter
of the Southwest quarter, and the North one-half
of the Southwest quarter of the Southeast quar-
ter of the Southwest quarter, of Section Six,
Township Three South, Range Eleven West, S.B.B. & M.
and containing Twenty-five (25) acres, more or less;
EXCEPTING therefrom, that parcel of land described
as follows: Beginning at the Northwest corner of
the Southeast quarter of the Southwest quarter of
Section Six, Township Three South, Range Eleven
West; thence running Easterly along the North line
of said quarter two Hundred Twenty (220) feet to
a point; thence Southerly Three Hundred Ninety-
six (396) feet to a point; thence Westerly Two
Hundred Twenty (220) feet to a point; thence
Northerly Three Hundred Ninety-six (396) feet to
point of beginning, and containing Two (2) acres.
Also EXCEPTING therefrom, that parcel of land
described as follows: Beginning at the Northeast
corner of the land of W. F. Gill, being the South-
east corner of the North one-half of the South-

east quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Westerly along the North line of said land of W. F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half ($1\frac{1}{2}$) acres.

H. Lewis 20 /

The West one-half of the Southwest quarter of the Southeast quarter of Section Six, Township Three South, Range Eleven West, S. B. B. & M. and containing Twenty (20) acres, more or less.

L. A. Lewis 11 /

Beginning at the Northeast corner of the land of W. F. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S. B. B. & M.; thence Westerly along the North line of said land of W. F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half ($1\frac{1}{2}$) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West.

The said Lessors do hereby agree to pool their interest in this lease and agree, during the term of this agreement that each owner shall receive all benefits accruing to the whole lease in the ratio which the acreage owned by each lessor bears to the entire acreage covered by this lease.

Said lease shall be on the following terms and conditions:

1. The lease shall continue for a period of twenty (20) years from and after the date of this agreement and so long thereafter as oil or gas, hydro-carbons or kindred substances may be produced in paying quantities by means of any wells or other works constructed or in the course of construction at the expiration of said period of twenty (20) years; provided, that all wells in course of construction shall be completed as herein contemplated and defined for completed wells with all due diligence.

2. Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for and removing oil, gas, hydro-carbons and kindred substances therefrom, and to establish and maintain on said premises such tanks, boilers; houses, engines, and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads, and other appurtenances which may be necessary or convenient in the operation or production of said substances from said property hereunder.

Lessee shall have the right during the term of the lease to drill for and develop such water on said premises as it may require in its operation.

3. The lessee agrees to start the drilling of a well for oil with Standard or rotary tools on the demised premises, within eighteen (18) months from the date of this agreement, and to prosecute the work of drilling such well continuously and with due diligence until a depth of 4500 feet has been reached, unless oil is discovered in paying quantities at a lesser depth or unless such formations are encountered at a lesser depth which would indicate to the geologist of the lessee, that further drilling would be unsuccessful.

4. After discovery of oil in paying quantities in the first well, or its abandonment, the lessee agrees to commence the drilling of a second well within ninety (90) days thereafter, and thereafter continuously operate one string of tools, allowing ninety (90) days between the completion of one well and the commencement of the next succeeding, until one well has been drilled to each ten (10) acres. Nothing herein however, shall be construed to limit the number of wells which the Lessee may drill should it so elect, in excess of the number thereinabove specified, and if, in the opinion of ^{to J.W.H. & P.} ~~their~~ geologist, conditions justify, two wells will be drilled to each ten (10) acres.

*4 ac. if
or (10) ac*

Provided further, that during the eighteen (18) months above mentioned, or during the twelve (12) months exten-

sion hereinafter provided for, in which to begin drilling, that if any of the wells now being drilled by the Union Oil Company, (known as Bell No. 1 and Myer No. 4); or the Wilshire Oil Company (known as Myer No. 1); or the Amalgamated Oil Company (known as Butterworth No. 1); or any well that may be drilled thereafter by any of the above companies, or any other company, between any of the four mentioned wells, and the demised property, should come in as a well in paying quantities, then within ninety (90) days thereafter, the first well to be drilled under the terms of this agreement shall be commenced and thereafter diligently prosecuted. *After Tracts*

Provided further, that if the first well completed on the premises covered by this lease, should produce in excess of one hundred fifty (150) barrels per day of twenty-four hours, either by pumping or natural flow, then in that event the second well shall commence in eighty (80) days thereafter, and the third well in one hundred fifty (150) days after said first well has been completed. The fourth and following wells thereafter shall allow ninety (90) days between the completion or abandonment of one well and the commencement of the next succeeding as abovespecified.

✓ 5. Lessee may at any time before discovery of oil on the demised premises, quit-claim the said property to the lessor, their successors or assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall thereupon cease and terminate.

6. After discovery of oil the lessee may at any time quit-claim any part of said land to the lessors, their successors or assigns. Upon the quit-claiming of any part of the land to the lessors, their successors or assigns, or on the expiration of the twenty (20) year period, no further well shall be drilled upon said property and all rights of the lessee therein shall cease, except that the lessee shall have the right to operate, deepen, re-drill and properly maintain all producing wells upon

the property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operation. Except as herein provided, full right to said land shall re-vest in the lessors, free and clear of all claims of the lessee, except that the lessors, their successors or assigns, shall not drill any wells on said lands within an area of three hundred (300) feet in the form of a square surrounding each producing well, or any well that may be drilling continuously and with due diligence at that time.

7. In the event of discovery of oil in any well on adjacent properties within one hundred fifty (150) feet of the boundary line of the demised premises, and the production of oil therefrom in paying quantities, for a period of thirty (30) days, then within ninety (90) days thereafter, a well shall be commenced by the lessee to off-set such producing well on the adjacent property.

8. Drilling and pumping operations shall be suspended on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, interference by State or Federal action or upon satisfactory proof by the lessee of their due diligence to secure essential materials, and of their inability to procure same in the open market, if such material is not on hand, or other causes beyond the reasonable control of the lessee, or so long as oil of the quality produced on said property shall be less than fifty cents (50¢) per barrel at the well. No extension under this clause, however, shall exceed in the aggregate twelve (12) months. This shall not operate however, as an extension of the eighteen months period in which to begin the payment of the monthly rental as hereinafter specified.

9. The lessee may, by giving the lessors written notice of intention so to do, extend the period of commencing the first well for an additional year, by paying to the lessors a rental of Seven Hundred Thirty and no/100 Dollars (\$730.00) per month payable

monthly in advance, in lieu of drilling. Said monthly rental shall cease when actual drilling has commenced.

10. The lessee shall have the free use of so much of the oil, water, or gas produced on said property, as may be required in the operation of the property. The lessee however, shall permit the lessors in the event gas is produced on said premises, to pipe the same at the lessors' own expense and risk, to their homes and dwellings and use the same for their domestic and irrigation uses, without charge.

11. Other than the oil specified in paragraph 10 hereof, the lessee shall pay as a rental or royalty for the use of said land, one-sixth ($1/6$) of all oil, gas, hydro-carbon and kindred substances produced and saved thereon, said payment to be made in money or in kind at the lessors' option. If the rental is paid in kind, the oil shall be delivered into tanks maintained on the property for that purpose as produced, and the previous month's production shall be stored for a period not exceeding thirty (30) days, without charge. If the royalty is paid in money, then the lessee shall pay to the lessors on the 20th day of each and every calendar month, one-sixth ($1/6$) of the market price at the well, of all oil produced from said property during the preceding calendar month. The option to the lessors to take the royalty in money or in kind, shall only be exercised once every six months and then on thirty (30) days notice in writing to the lessee. If no notice is given, it shall be deemed and understood that the royalties are to be paid in money. Whether payments are made in money or in kind, a statement shall be sent to the lessors each and every month, of the production for the preceding month, and said statements are to accompany all payments sent to lessors to depository hereinafter named.

12. The lessee shall be under no obligation to store or sell gas; if any gas is sold, then on the 20th day of each and every month the lessee shall pay to the lessors one-sixth ($1/6$) of the

proceeds of all gas sold during the preceding calendar month. If casing-head gasoline is manufactured on the premises, or elsewhere, from gas produced in said well, then the lessee shall pay to the lessors one-sixth ($1/6$) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

13. That lessee will well and truly pay before delinquency, all taxes and assessments levied or assessed against all personal property upon the demised premises which may be owned by it, and five-sixths ($5/6$) of all taxes and assessments levied or assessed against mineral or mineral rights, or in the event that mineral or mineral rights are not assessed separately, the lessee will pay five-sixths ($5/6$) of all taxes or assessments levied upon any increase in the assessed value of said land over the amount as fixed by the fiscal year in which drilling commences.

Upon failure of the lessors to pay their proportion of said taxes, the lessee is hereby authorized to pay same and deduct the lessors' share therefrom, the amount of royalties which shall fall due, together with seven per cent (7%) interest per annum thereon from date of payment.

Upon failure of the lessee to pay their proportion of said taxes, the lessors may advance same and the lessee shall repay same together with seven per cent (7%) interest per annum thereon, from the date of such payments.

14. All payments to the lessors shall be made by paying the same into Bank of Norwalk, _____, at Norwalk, California or such other depository as Lessors may designate in the County of Los Angeles. All payments so made, whether of rental or royalty, shall constitute full compliance with the terms of this lease by lessee, and lessee shall not be obligated to see to proper distribution of any payment among the several lessors. Provided, further, that the receipt of said payments by the depository named, shall not be taken as an acceptance by the lessors or the lessee of the correctness of such payment.

15. A well in paying quantities is hereby defined as follows: A well that produces fifty (50) barrels per day of twenty-four hours from a depth of three thousand (3000) feet, or less, under a thirty (30) day pumping test; or a well that produces one hundred (100) barrels per day of twenty-four hours from a depth in excess of three thousand (3000) feet under a thirty (30) day pumping test.

This definition shall not apply to wells to be operated on the expiration of the twenty year period, or on the abandonment of a portion of the premises, and in such case, the lessee may operate such wells as the lessee in his discretion shall deem sufficiently productive to operate.

16. Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the State of California. Lessee shall keep full record of the operation and production and sales of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the lessors. Whenever requested by the lessors, the lessee shall furnish to the lessors a copy of the logs of all wells drilled on said property. The lessee shall permit the lessors to inspect and test the appliances used for gauging oil or other products at all reasonable times.

17. The lessors shall have a right to the use of the surface of the land for agricultural, horticultural and grazing purposes, to such an extent as will not interfere with the proper operations of the lessee for oil. The lessee agrees to conduct these operations so as to interfere as little as is consistent with the economical operations of the properties hereof, with the use of the land for agricultural, horticultural or grazing purposes, and agrees to pay for any damage which may be done to growing crops or trees through his operation or negligence, within sixty (60) days of such injury or damage. If any of the fences existing on said land are cut or removed by the lessee for his purposes, the lessee

shall establish a good and substantial gate or rebuild same at such point. Whenever requested by the lessors in writing, the lessee shall fence all sump holes or other openings.

It is further agreed that the lessee shall pay the lessors the sum of One Hundred Dollars (\$100.00) for each lemon, orange, or other bearing fruit tree destroyed or removed; and the sum of Fifty Dollars (\$50.00) for any non-bearing lemon, orange, or other fruit or ornamental tree destroyed or removed; and the sum of Two Hundred Dollars (\$200.00) for any matured walnut trees destroyed or removed. Bearing orange, lemon or other fruit trees used in this connection, shall be considered as trees of the age of four years or over, and bearing walnut trees of the age of six years or over. Payments for the destruction or removal of such trees shall be made within sixty (60) days of such injury.

The lessee agrees to bury and cover all pipe lines that it may place upon said premises in connection with the conveyance of water, gas, steam, oil, or other commodity, to a depth that will obviate any interference with plowing or other agricultural operations upon the demised land, and in any event so that the top of each pipe shall at all times be at least eighteen inches below the adjacent soil surface.

18. The first well to be drilled on each parcel of the demised property shall not be located within two hundred (200) feet of any dwelling on said property at the date of this lease.

19. The lessee shall have at any time the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances, or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided however, that in the case of an abandonment of any well, if the lessors shall desire to retain the same as a water well, they may notify the lessee to that effect, and thereupon the lessee shall leave such casing in the well as the lessors shall require, and the lessors shall pay to the lessee fifty per cent (50%) of the cost of such casing in the

ground above the water producing strata.

20. In the event of any dispute as to any of the terms of this lease, or of the performance of any of the conditions thereof by the lessee, the same shall be submitted to arbitration, one arbitrator shall be appointed by the lessee and one by the lessors, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties hereto.

21. In the event of any breach of any of the terms or conditions of this lease by the lessee and the failure to remedy the same within thirty (30) days after written notice from the lessors so to do, then, at the option of the lessors this lease shall forthwith cease and terminate, and all rights of the lessee in, and to said land will be at an end.

22. Any notices from the lessors to the lessee may be given by sending the same by registered mail addressed to the lessee at his office in the Higgins Building, in the City of Los Angeles, California, and the lessee or his successors or assigns, may at any time, by written notice to the lessors, change the place of giving notice, and after such written notice to the lessors by registered mail, the lessors shall send all notices intended for the lessee or his successors or assigns, to the address which may be so indicated.

23. Any notices from the lessee to the lessors may be given by sending the same by registered mail addressed to the lessors at Bank of Norwalk, Norwalk, California,.

24. All work done on the land by the lessee shall be at the lessee's sole cost and expense, and lessee further agrees to protect said land, and the lessors from all claims of contractors, laborers, material-men, or from any damage caused by the lessee's drilling operations thereunder, and lessors may post and keep posted on said lands such notices as they may desire in order to protect said land against liens. ?

25. On the expiration of this lease or sooner termination thereof, the lessee shall quietly and peaceably surrender possession of the premises to the lessors and shall so far as possible, cover all sump holes and excavations made by him, and restore the land as nearly as possible to the condition in which it was received.

26. This lease shall run to and be binding upon the successors and assigns of all the parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors. ~~This is of the essence of this agreement.~~ JWH. N. P.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Agee
William O. Agee

State of California

COUNTY OF LOS ANGELES

On this 13th day of May A. D., 1920 before me,

JWH notary a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John R. Agee, Winifred H. Agee, C. A. Jaurigan, Elizabeth Jaurigan, George A. Keantz, Bessie Keantz, A. L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis,

known to me to be the person whose name subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

JWH notary
Notary Public in and for said County and State of California

ACKNOWLEDGMENT—General—Wolcott's Notary Blank 212

State of California

COUNTY OF LOS ANGELES

On this 20th day of May A. D., 1920 before me,

Mamie L. Chase a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared

Lionel T. Barneson and D. W. Woods, known to me to be the

Vice-President and Assistant Secretary, respectively,

of the GENERAL PETROLEUM CORPORATION, the Corporation that executed the within Instrument, known to me to be the person who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Mamie L. Chase
Notary Public in and for said County and State

ACKNOWLEDGMENT—Corp.—Blank for Officer—Wolcott's Notary Blank—Red Seal 225

25. On the expiration of this lease or sooner termination thereof, the lessee shall quietly and peaceably surrender possession of the premises to the lessors and shall so far as possible, cover all sump holes and excavations made by him, and restore the land as nearly as possible to the condition in which it was received.

26. This lease shall run to and be binding upon the successors and assigns of all the parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors. ~~This is of the essence of this agreement.~~ DWK. N. P.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Aye
Minigund H. Aye
C. G. Gurnigan
Calvin H. Gurnigan
George A. Krontz
Bessie Krontz
A. L. Lewis
Loring W. Lewis
Lafayette A. Lewis
Ross H. Lewis
The Lessors.

GENERAL PETROLEUM CORPORATION,

by Lonel J. Barneson Vice President.

by Shawanda Asst. Secretary.
The Lessee.

*Approved as to form
F. L. Lewis*

*Approved as to form
F. L. Lewis*

DESCRIPTION CHECKED

John

FOR AND IN CONSIDERATION OF THE ENTERING INTO of the foregoing oil lease by General Petroleum Corporation, a corporation, as lessee, and to induce the same, I/we _____

Bank of Norwalk, A Corporation of Norwalk, California

Holding a mortgage on the following described property:

The South Half of the North East quarter of the South West quarter of Section Six, Township Three South, Range Eleven West, S.B.M.

Excepting the usual reservations for roads, railroads and ditches.

owned by C.A. Journigan

hereby consent to said lease, and agree that my/our mortgage for \$ 7000.00, covering said leased land, dated January 6, 1919 and recorded in Book 4306, page 101 of mortgages, records of Orange County, California, shall be subject and subordinate to the within and foregoing oil lease as to the rights of Lessee, and that in case of foreclosure and/or sale under said mortgage, said property shall be sold subject to said lease and the rights of the lessee hereunder as to the lessee, and such rights of said lessee shall in no manner be affected by such sale when the purchaser shall acquire all rights of the lessors.

WITNESSETH my/our name and seal this 7th day of June
Bank of Norwalk

1920

By

D.W. Horst

Secretary

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss

On this 7th day of June, 1920, before me, E.P. Truitt

a Notary Public in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared D.W. Horst, Secretary of Bank of Norwalk

known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

WITNESS my hand and official seal the day and year above written.

E. P. Truitt


Notary Public in and for the
County of Los Angeles State of California. My commission expires

March 2, 1924.

SUBORDINATION AGREEMENT.

FOR, AND IN CONSIDERATION, of the entering into of the attached Lease from John Russell Agee et al., as Lessors, to GENERAL PETROLEUM CORPORATION, as Lessee, and to induce the same, TITLE INSURANCE AND TRUST COMPANY, a corporation of Los Angeles, California, as Trustee under a certain Deed of Trust, executed by John Russell Agee and Winifrid H. Agee, his wife, dated the 9th day of January, 1917, and recorded in Book 6419 Page 144, of Deeds, Records of Los Angeles County, hereby consents to said Lease as regards the property described in said Deed of Trust, being a portion of the property described in said Lease, and agrees that the lien of said Deed of Trust shall be subsequent and subject to said Lease as to the rights of the Lessee; and that in case of a Trustee's Sale under said Deed of Trust, said property shall be sold subject to said Lease, and the rights of the Lessee thereunder, and such rights of the said Lessee shall in no manner be affected by such sale.

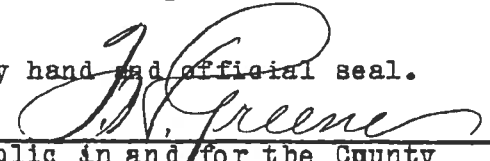
IN WITNESS WHEREOF, the TITLE INSURANCE AND TRUST COMPANY, has hereunto caused its corporate name and seal to be affixed by its Y. J. Brant President and O. P. Clark Secretary thereunto duly authorized by a resolution passed by its Board of Directors at a legal meeting thereof duly convened and held on the 8th day of January, 1907.

 TITLE INSURANCE AND TRUST COMPANY,
By Y. J. Brant President.
By O. P. Clark Secretary.

STATE OF CALIFORNIA)
(SS.
COUNTY OF LOS ANGELES)

On this 10th day of June 1920, before me, F. H. GREENE, a Notary Public in and for the County, personally appeared O. F. Brant known to me to be the VICE President, and O. P. Clark known to me to be the Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

WITNESS my hand and official seal.


Notary Public in and for the County
of Los Angeles, State of California.

FOR AND IN CONSIDERATION of the entering into of the foregoing lease by General Petroleum Corporation as Lessee, and to induce the same, I, Joseph Miller of Los Angeles, California holding a mortgage on the following described property

West half of the Southwest Quarter of the
Southeast quarter of Section Six (6) Township
Three (3) South, Range Eleven (11) West S.B.M.
in County of Los Angeles, State of California, exclusive
of roads. ✓

owned by A.L. Lewis and Louise M. Lewis
hereby consent to said lease and agree that my mortgage for
\$ 6000.00, covering said leased land, dated December 1, 1917
and recorded in Book 4195, Page 153 of Mortgages, Records of
Los Angeles County, California, shall be subject and subordinate to the
within and foregoing lease as to the rights of Lessee, and that in
case of foreclosure and/or sale under said mortgage said property
shall be sold subject to said lease and the rights of the Lessee here-
under as to the Lessee, and such rights of said Lessee shall in no
manner be affected by such sale when the purchaser shall acquire all
rights of the Lessors.

WITNESS my name and seal this 14th day of May

1920

Joseph Miller

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On this 14th day of May 1920, before me
L. Lewis a Notary Public in and for said
County of Los Angeles, State of California,

Joseph Miller residing therein, duly commissioned and sworn, personally appeared
known to me to be the person described in and who executed the
within instrument and he acknowledged to me that he executed the
same.

WITNESS my hand and official seal the day and year above
written.

L. Lewis
Notary Public in and for
County of Los Angeles,
State of California.



Cal/EPA

**Los Angeles
Regional Water
Quality Control
Board**

101 Centre Plaza Drive
Monterey Park, CA
91754-2156
(213) 266-7500
FAX (213) 266-7600

April 9, 1997

Everett Ferguson Jr.
Senior Associate Geoscientist
McLaren Hart Environmental
16755 Non Karman Avenue
Irvine, CA 92714



Pete Wilson
Governor

**CLOSURE OF PETROLEUM HYDROCARBON ISSUES AT MOBIL JALK FEE
PROPERTY LOCATED AT 10607 NORWALK BLVD, SANTA FE SPRINGS
(FILE NO. 90-60-47(94))**

We have reviewed the final completion report, dated September 20, 1996, and your April 1997, letter which requested closure of the Land Treatment Unit at the above referenced site.

Approximately 34,000 cubic yards of hydrocarbon contaminated soil from the subject site have been treated and discharged in accordance with the requirements of Board Order No. 90-148. Analytical data have been submitted to the Board in accordance with Section IV, Specific Report Requirements of the Monitoring and Reporting Program No. 90-148-47, documenting compliance.

Based upon this data, we conclude that the requirements set forth in Order No. 90-148 have been complied with and no further action is required for the soil treatment at the site.

If you have any question, please contact Manjulika Chakrabarti at (213) 266-7610.

J.E. Ross, Unit Chief
Site Cleanup Unit

cc: L. A. County Environmental Health Department



Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

EMOMG 00983

Third Quarter 1994 (July-September) Monitoring Report for Land Treatment

McLaren/Hart Project No. 03.0601266.000

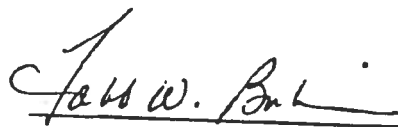
**Mobil Jalk Fee,
Santa Fe Springs, California
CRWQCB Monitoring and
Reporting Program No. 90-148-47
[File No. 90-60-47(94)]**

October 15, 1994

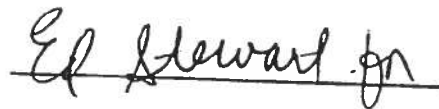
Prepared for: Mobil Exploration
10735 South Shoemaker Avenue
Santa Fe Springs, California 90670
Client City, State, and Zip

Prepared by: McLaren/Hart Environmental Engineering Corporation
16755 Von Karman Avenue
Irvine, California 92714-4918

This project was completed under the direction of a California Registered Geologist.



Tabb W. Bubier
Supervising Geoscientist



Hassan Amini, Ph.D., R.G.
Principal Geoscientist

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1.0 INTRODUCTION

This report presents the results of McLaren/Hart's third quarter 1994 (July-September) land treatment cell monitoring at the Mobil Exploration & Producing U.S., Inc. (Mobil) Jalk Fee site in Santa Fe Springs, California. This report has been prepared in accordance with the requirements set forth in California Regional Water Quality Control Board-Los Angeles Region (CRWQCB) Monitoring and Reporting Program No. 90-148-47. The scope of work for this project was presented in McLaren/Hart's remedial action plan (RAP) dated December 21, 1993, and approved by the CRWQCB.

The principal objective of the land treatment program is to reduce the concentration of total recoverable petroleum hydrocarbons (TRPH) in soil transported to the land treatment cells to below 1,000 parts per million (ppm). As presented in the RAP, the soil transported to the Jalk Fee site is derived solely from properties in the Mobil Operated Santa Fe Springs Oil Field, including the Jalk Fee, DeWenter/Jordan/Green, Baker/Humble properties and Oil Well 732-C site (Figure 1). To date, two bioremediation cells (Cell #1 [large cell] and Cell #2 [small cell]) have been constructed, surveyed, and loaded with TRPH-impacted soil, three groundwater monitoring wells have been installed and sampled, and baseline soil sampling as presented in our RAP has been completed. All soil excavation activities have been completed and soil treatment was started in early May 1994. This third quarter 1994 (July-September) report presents the bioremediation cell operation, maintenance, and monitoring results from July 1994 through September 1994. Figure 2 presents the site layout.

2.0 BASELINE SAMPLING AT BIOREMEDIATION CELL

A total of 20 baseline soil samples were obtained on March 9, 1994, from the base of the treatment cells after construction of the cells and prior to loading soil into the cells. Samples were randomly selected using a random number generating routine in a programmable calculator from the grid system presented in Figures 3 and 4. The same grid was used for soil sampling of the treatment cells during bioremediation at the Jalk Fee. The soil samples were collected using a hand auger and drive sampler at approximately one-inch below ground surface to document baseline petroleum hydrocarbon concentrations underlying the treatment cells. The soil samples were analyzed for total recoverable petroleum hydrocarbons (TRPH) by EPA Method 418.1 and benzene, toluene, xylenes, and ethylbenzene (BTXE) by EPA Method 8020. The analytical results from these soil samples will be compared with the results for soil samples obtained at the completion of treatment from the same sampling locations and depths to document that the treated soil did not impact the native soil underlying the treatment cell. Soil sampling protocols are presented in Appendix A.

Baseline sampling analytical results indicate petroleum hydrocarbons were present before soil was loaded into the cells. Most grid cells sampled in Cell #1 contained TRPH levels below 1,000 ppm with the exception of grid cell number 40 (which was non-detect). Grid cell numbers 4, 21, and 30 had petroleum hydrocarbon levels greater than 1,000 ppm (10,000 ppm, 1,100 ppm, and 4,300 ppm, respectively). The average TRPH concentration of the samples collected from Cell #1 was 1,317 ppm.

Most grid cells sampled in Cell #2 contained some amounts of petroleum hydrocarbons with the exception of grid cell number 80 (which was non-detect). All grid cells sampled in Cell #2, however, had TRPH levels less than 1,000 ppm. The highest TRPH level in Cell #2 was detected in grid cell number 57 at 800 ppm.

The average TRPH concentration of the samples collected from Cell #2 was 427 ppm. All samples from Cells #1 and #2 were also analyzed for BTXE. All samples were below the reporting limit of 10 parts per billion (ppb). Analytical results of baseline sampling are presented in Table 1. Soil sample analytical results and chain-of-custody forms are presented in Appendix B.

✱

3.0 SOIL EXCAVATION AND CONFIRMATORY SAMPLING

Soil excavation activities were completed at the Jalk Fee, DeWenter/Jordan/Green, Baker/Humble, and Mobil Oil Well 732-C sites. The volume of soil from each location containing TRPH above 1,000 parts per million includes:

Location	Volume	Dates
Jalk Fee	720 cubic yards	March 10 and 16, 1994
DeWenter/Jordan/Green	23,000 cubic yards	March 14 and May 5, 1994
Baker/Humble	8,950 cubic yards	May 6 and June 3, 1994
Mobil Oil Well 732-C	1,600 cubic yards	May 11 and July 25, 1994

Soil excavated from the properties was loaded into end-dump trucks and transported to the bioremediation cells. To date, the soil has been spread evenly into three 18-inch lifts at cell #1 (Figure 3, large cell) and two 18-inch lifts at cell #2 (Figure 4, small cell). The estimated total volume of soil in the two cells is currently approximately 34,600 cubic yards.

As part of the excavation and confirmatory sampling program, soil samples were obtained from the base and sidewalls of the excavations at each of the properties to verify that all soil containing TRPH above 1,000 ppm was removed. All soil samples were analyzed for TRPH by EPA Method 418.1 and selected soil samples were analyzed for BTXE by EPA Method 8020. All analyses were conducted by a California EPA hazardous waste certified mobile analytical laboratory. The results of these sampling programs have been documented and reported to the RWQCB.

Prior to excavation, the properties were cleared and grubbed. All metal piping, concrete blocks, and other oversized material greater than approximately six inches in diameter were segregated from

contaminated soil and clean overburden soil both before and after transport to the Jalk Fee site. Clean overburden soil was stockpiled separately and was used to backfill the Jalk Fee and Baker/Humble properties. The DeWenter/Jordan/Green property and the Santa Fe Springs Oil Well 732C site will be backfilled with remediated soil from the two cells. The locations of the excavations were measured relative to the site boundaries using a measuring wheel and recorded in a field notebook.

4.0 GROUNDWATER MONITOR WELL SAMPLING

Three groundwater monitor wells were installed at the Jalk Fee between January 19 and 21, 1994, in accordance with the RWQCB-Los Angeles Region Waste Discharge Requirements (WDR) permit for the project (Figure 2). The wells consist of one upgradient monitor well (MMW-3) and two downgradient monitor wells (MMW-4 and MMW-5). Two wells (MMW-1 and MMW-2) not associated with the Jalk Fee site, were installed on January 19 and 20, 1994, respectively. MMW-1 is located on the Mobil DeWenter/Jordan/Green property and MMW-2 is located at the Mobil Baker/Humble property (Figure 6 and 7, respectively). Both wells were installed to determine whether past oil production activities have impacted groundwater beneath the sites. All five wells were sounded, developed, and sampled on September 16, 1994, respectively. The results from the groundwater level sounding indicated that groundwater in the aquifer underlying the property (the Exposition Aquifer) flows to the southwest at a hydraulic gradient of 0.007 feet/foot as shown in Figure 5. Table 2 provides the groundwater monitor well construction details.

5.0 GROUNDWATER ANALYTICAL RESULTS

The groundwater samples obtained from the five wells were sampled for TRPH by EPA Method 8015 modified and volatile organic compounds (VOCs) by EPA Method 624. The three wells from the Jalk Fee site were also sampled for pH by EPA Method 150.1, and total dissolved solids (TDS) by EPA Method 160.1. Tables 3 and 4 present the positive groundwater sample analytical results from the first, second, and third quarter sampling events for the Jalk Fee site.

TRPH was not detected in the three wells at the Jalk Fee site. Groundwater pH levels ranged from 6.9 to 7.1 and TDS concentrations ranged from 1,200 to 1,700 ppm. Trichloroethene (TCE) and 1,1-dichloroethene (1,1-DCE) concentrations in all three wells remained relatively unchanged from the second quarter. 1,1-DCE was detected at 3 ppm (first quarter), <5 ppm (second quarter) and <5 (third quarter), respectively. TCE decreased in each well from 24 to 12 ppb, 16 to 6 ppb, and 100 to 82 ppb, respectively from last quarter. Toluene was detected in MMW-3 only, at a concentration of 3 ppb. Tetrachloroethene (PCE) was detected in MMW-5 only, and decreased from 930 ppb from last quarter to a concentration of 830 ppb. Total xylenes were detected in MMW-3 at 6 ppb. In well MMW-5, methylene chloride was detected at 23 ppb. No other VOCs were detected.

TRPH was not detected in either of the wells at the DeWenter/Jordan/Green (MMW-1) or Baker/Humble (MMW-2) site. Groundwater pH levels were detected at 7 and 6, respectively. TDS concentrations were detected at 1,100 and 1,900 ppm, respectively. 1,1-DCE was detected in MMW-2 at a concentration of 110 ppb. TCE concentrations were detected in well MMW-1 at 11 ppb. PCE was detected in MMW-1 at 5 ppb. Vinyl chloride, 1,2-Dichloroethane, and benzene were detected in MMW-2 at concentrations of 33 ppb, 2 ppb, and 57 ppb, respectively. No other VOCs were detected in either well.

The groundwater sampling protocols are presented in Appendix A. The groundwater sample analytical results and chain-of-custody forms are presented in Appendix C.

6.0 BIOREMEDIATION CELL OPERATION AND MAINTENANCE

Operation and maintenance of the treatment cells included weekly visual inspections of the bioremediation cells, tilling (stabilization) of the soil piles and watering using a mobile water truck, and addition and mixing of nutrients. The soil was tilled weekly using an SS250 soil stabilizer. The stabilizer pulverized and thoroughly mixed the soil to promote aeration, the mixing of nutrients, and biodegradation. Nutrients were added to the soil on a weekly basis and thoroughly mixed using the soil stabilizer. Downslope storm water runoff collection trenches were inspected weekly to determine whether storm water runoff had ponded and whether breeches in the earthen berm retaining walls had occurred. During the July - September quarter, there was no evidence of surface water or breaches in the earthen berm.

A standard mixture of agricultural nutrients consisting of water-soluble ammonium sulphate ($\text{N}_2\text{H}_4(\text{SO}_4)$) and ammonium phosphate ($\text{NH}_4(\text{H}_2\text{PO}_4)$) was added weekly to each bioremediation cell. Five hundred pounds of ammonium sulphate were added weekly to the 3.17 acre Cell #1, and 250 pounds of ammonium sulphate were added weekly to the 1.30 acre Cell #2. Phosphorous levels were sufficient from the last quarter. Therefore, ammonium phosphate was not added during this quarter to either of the cells. A total of 750 pounds ammonium sulphate was added weekly for the two cells combined. The ammonium sulphate fertilizer contains 21 percent nitrogen. Based on these nitrogen percentages, a total of 105.0 pounds of nitrogen was placed in Cell #1 on a weekly basis, and 52.5 pounds of nitrogen was placed in Cell #2 on weekly basis; a total of 157.5 pounds of nitrogen were added to the two cells combined on a weekly basis.

7.0 BIOREMEDIATION CELL SAMPLING

Soil samples were collected weekly from each of the two bioremediation cells and analyzed for the constituents required in the RWQCB-Los Angeles Region WDR permit. Sample grid cell locations within Cell #1 and Cell #2 were randomly selected using a random number generating routine in a programmable calculator. One grid cell location from each bioremediation cell was analyzed every week for various "bioparameters". The "bioparameters" analysis analyzed the following: pH, ammonium nitrogen, nitrate nitrogen, orthophosphate, moisture content, hydrogen oxidizing microbial population, and total heterotrophic microbial population.

During July 7 through August 25, 1994, a total of 6 to 7 randomly selected grid cell locations from Cell #1 and 3 to 4 locations from Cell #2 were sampled every two weeks and analyzed for TRPH by EPA Method 418.1 in accordance with the WDR permit. Beginning September 1, sampling was completed for the first 18-inch layer of Cell #2, at which time, the number of sampling locations for TRPH for Cell #1 increased to 10. Two randomly selected grid cell locations from Cell #1 and Cell #2 were sampled once a month from each cell and analyzed for total organic carbon (TOC) by EPA Method 150.1. The objective of the sampling is to monitor the effectiveness of biological treatment and to identify the parameters that affect the rate of biodegradation. The sampling data is used to optimize the performance of the biological treatment at the site.

In accordance with the WDR permit, soil samples were analyzed quarterly for VOCs and semi-volatile organic compounds (SVOCs) by EPA Methods 8020 and 8270 and organic lead by EPA Method 6010/7000. The composite samples for these analyses were from four randomly selected grid cells. All laboratory analytical Quality Assurance/Quality Control protocols for the soil sampling and analyses will be completed in accordance with our RAP.

8.0 BIOREMEDIATION CELL SOIL SAMPLING ANALYTICAL RESULTS

LARGE CELL (#1)

Monitoring of TRPH, nutrient, moisture, and microbial plate counts at the large bioremediation cell was initiated on June 9, 1994. This third quarter report includes the analytical results for the soil samples collected from July 7 to September 22, 1994 (a 70 day period). The average TRPH level decreased from a high of 1,885 ppm to 618 ppm, then increased to 967 ppm. This apparent increase in TRPH levels could be attributed to the fact that one of the samples collected during the last sampling round was collected from a "TRPH hot spot" (3200 ppm TRPH). Soil pH levels varied within a narrow range of 7.3 to 8.7. Moisture levels ranged from 5.2% to 15.9%, averaging 9.14%. Total nitrogen and phosphorous levels fluctuated throughout the quarter. The cell's microbial population fluctuated throughout the period. This data indicates that an initial adjustment period was required for the microbes to metabolize the increased nutrient and moisture levels before the microorganisms could effectively begin regenerating in number and breaking down the hydrocarbons. It is also not uncommon for there to be an apparent increase in the TRPH levels due to the production of surfactants by the microorganisms.

As required for each quarterly sampling by the California Regional Water Quality Control Board, four samples were collected and composited into one sample and analyzed for EPA Methods 8020 (VOCs), 8270 (SVOCs), and 6010/7000 (CAM Metals). VOCs and SVOCs were not detected in the sample. Lead was detected at 11 ppm which is below CAM Title 22 Total Threshold Limit Concentration (TTLC) of 50 ppm and 10 times the Soluble Threshold Limit Concentrations (STLCs).

The analytical results for TRPH is presented in Table 6. The analytical results for pH, nitrogen, phosphorous, moisture content, and microorganism plate counts are presented in Table 7. Graphs of TRPH and total heterotrophic plate counts versus time, total nitrogen and orthophosphate versus time, and moisture content versus time are presented in Figures 8, 9, and 10, respectively.

SMALL CELL (#2)

Monitoring of TRPH, nutrient, moisture, and bioparameter levels of the small bioremediation cell was initiated on May 4, 1994. This third quarter report includes the analytical results for the soil samples collected from July 7 to September 22, 1994 (a 70 day period). It appears that the average TRPH levels decreased from 780 ppm to 490 ppm, but increased to 803 ppm during the last 7 days. This apparent increase in average TRPH levels is attributed to the fact that one of the samples collected during the last sampling round was collected from a previously unsampled "TRPH hot spot" (1,500 ppm TRPH). In addition, the increase in the TRPH levels can be partially attributed to the production of surfactants by the microorganisms, which the microorganisms produce to increase the solubility of the organic compounds. The pH levels ranged from 7.6 to 8.1. Moisture levels ranged from 5.8% to 11%, averaging 7.57%. Total nitrogen and phosphorous levels fluctuated throughout the 70 day period. The cell's microbial population fluctuated throughout the period.

VOCs and SVOCs were not detected in the sample. Lead was detected at 13 ppm which is below CAM Title 22 Total Threshold Limit Concentration (TTLC) of 50 ppm and 10 times the Soluble Threshold Limit Concentrations (STLCs).

The TRPH analytical results and the pH, nutrient, moisture content, and microorganism plate count analytical results are presented in Tables 8 and 9, respectively. Graphs of TRPH and total heterotrophic plate counts versus time, total nitrogen and orthophosphate versus time, and moisture content versus time are presented in Figures 11, 12, and 13, respectively.

9.0 CONCLUSIONS

Based on field observations and analytical results from the first and second quarters, the following conclusions have been made:

- (1) Suitable conditions for soil bioremediation have been achieved during the past quarter in each of the bioremediation cells. Soil pH levels are within an acceptable range for bioremediation and well developed hydrocarbon oxidizers and total heterotrophic microbial populations have been established at both bioremediation cells.
- (2) Once the microbial population became established at both of the bioremediation cells significant reductions in TRPH concentrations were achieved. All grid cells in Cell #2 have been sampled and average below 1,000 ppm. Removal of the first 18-inches of soil has been verbally approved by Manju Venkatanarayana of the California Regional Water Quality Control Board. Written approval from the RWQCB is expected in the near future.
- (3) Groundwater analytical results for the Jalk Fee site indicate that VOC concentrations have decreased since the last sampling round. The groundwater analytical results indicate that PCE contamination is migrating onto the site.
- (4) Groundwater analytical results for the Baker/Humble site indicate that 1,1-DCE, and benzene contamination is detected in the groundwater at concentrations of 110 ppb and 57 ppb, respectively.

10.0 CLOSURE

Based on the results of this investigation, the following work is recommended:

- (1) The average TRPH levels for the first lift of Cell #1 is below 1,000 ppm, although the last set of samples showed an increase from 618 ppm to 967 ppm. Confirm average TRPH levels are below 1,000 ppm and with RWQCB approval, the top 18 inches of soil will be removed and loaded into the excavation at the DeWenter/Jordan/Green property. Bioremediation treatment of the remaining lifts of soil will subsequently be initiated.
- (2) As a general rule, supplemental nutrients such as nitrogen and phosphorus are added to soil to obtain a simple ratio of carbon:nitrogen:phosphorous of 100:10:1. However, there is a great deal of potential variability in this ratio due to environmental conditions including soil moisture levels and other empirical factors. Typically, optimal rates of bioremediation can be obtained with the ratio of carbon:nitrogen ranging anywhere from about 10:1 to 10:0.3.

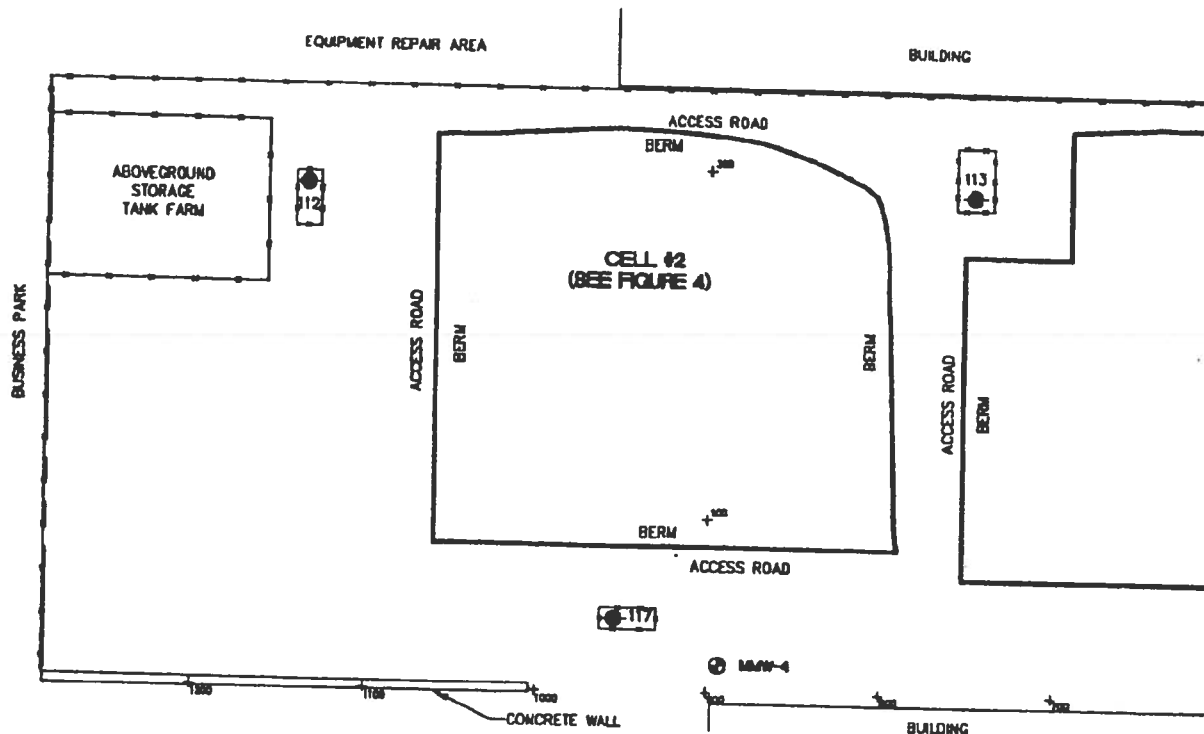
The total volume of soil within the biotreatment cell is estimated to be about 7,000 cubic yards or about 20,000,000 lbs. The average concentration of TRPH at the start of bioremediation was about 1,000 ppm. Therefore, the total amount of TRPH to be remediated is about 20,000 lbs, most of which is carbon. Using the optimal carbon:nitrogen:ratios of 10:1 and 10:0.0.3, the calculated total requirement for nitrogen would range from 2,000 lbs to about 700 lbs. To date, about 1,600 lbs of nitrogen have been added to the biotreatment cell. Thus, based on general guidelines, the rate at which nitrogen is added during subsequent treatment periods may be reduced as long as measured nitrogen levels do not fall below adequate levels for bioremediation to be effective. Soil moisture must be maintained at adequate levels (10-15%) in order to utilize nitrogen efficiently. In an effort to maintain adequate levels during hot Summer months, the volume of water sprayed on each cell was increased from one day of watering to two days per week. Phosphorus levels are not as critical as nitrogen and appear to be within adequate range.

- The attached figures, tables, and appendices complete this report. Should you have any questions, please contact Tabb W. Bubier at (714) 752-3204 or Hassan Amini at (714) 752-3208.

Labo w. Bul

Ed Stewart for:

cc: T.M. Walker, Mobil Exploration and Producing
J. Hill, McLaren/Hart



LEGEND

APPROXIMATE AREA OF BIOREMEDIATION CELL (4.37 ACRES)

GROUNDWATER MONITOR WELL LOCATION

NOTES: SITE MAP MODIFIED FROM LEVINE-FRICKE (1991c).
AREA ESTIMATIONS CONCERNING ACTIVE OIL WELLS AND EXISTING TANK
FARM ARE BASED ON VISUAL OBSERVATIONS
FROM LEVINE-FRICKE (1991c).

117 OPERATIONAL OIL WELL

SURVEYED MEASURED INTERVALS (100 FOOT)

CHAIN LINK FENCE

GATE

Lease

John R. Agee, et ex. et al - Lessors

General Petroleum Corporation, Lessee

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Recorded June 23, 1920

agee/GP

Lease

R. K. O. K. J. W. H. N. P. This Indenture of Lease, made and entered into this 13th day of May, 1920, by and between John R. Agee and Winifred H. Agee, his wife, C.A. Journigan and Elizabeth Journigan, his wife, George A. Koontz and Bessie Koontz, his wife, A.L. Lewis and Louise M. Lewis, his wife, and LaFayette A. Lewis and Rose H. Lewis, his wife, hereinafter called the Lessors, and the General Petroleum Corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in San Francisco, California, hereinafter called the Lessee,

Witnesseth: That the lessors for and in consideration of the sum of Ten and no/100 Dollars, (\$10.00) receipt whereof is hereby acknowledged, leases to the lessee all of those certain pieces or parcels of land situate in the County of Los Angeles, State of California, and more particularly described as follows, respectively, to-wit:

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The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., containing Ten (10) acres, more or less; The South one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M. containing Twenty (20) acres, more or less; The North one-half of the Southeast quarter of the Southwest quarter, and the North one-half of the Southwest quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., and containing Twenty five (25) acres, more or less; Excepting therefrom, that parcel of land described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West; thence running Easterly along the North line of said quarter Two Hundred Twenty (220) feet to a point; thence Southerly Three Hundred Ninety-six (396) feet to a point; thence Westerly Two Hundred Twenty (220) feet to a point; thence Northerly Three Hundred Ninety-six (396) feet to point of beginning, and containing Two (2) acres. Also Excepting therefrom, that parcel of land described as follows: Beginning at the Northeast corner of the land of W.F. Gill, being ^{the} Southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Westerly along the North line of said land of W.F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1½) acres.

The West one-half of the Southwest quarter of the Southeast quarter of Section Six, Township Three South, Range Eleven, West, S.B.B. & M. and containing Twenty (20) acres, more or less. Beginning at the Northeast corner of the land of W.F. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M.; thence Westerly along the North line of said land of W.F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half (1½) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West.

The said Lessors do hereby agree to pool their interest in this lease and agree, during the term of this agreement that each owner shall receive all benefits accruing to the whole lease in the ratio which the acreage owned by each lessor bears to the entire acreage covered by this lease. Said lease shall be on the following terms and conditions:

1. The lease shall continue for a period of twenty-(20) years from and after the date of this agreement and so long thereafter as oil or gas or hydro-carbons or kindred substances may be pro-

Agee and Winifred H. Agee, his wife, C.A. Journeigan and Elizabeth Journeigan, Koontz and Bessie Koontz, his wife, A.L. Lewis and Louise M. Lewis, his wife, and LaFayette A. Lewis and Rose H. Lewis, his wife, hereinafter called the Lessors, and the General Petroleum Corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in San Francisco, California, hereinafter called the Lessee,

Witnesseth: That the lessors for and in consideration of the sum of Ten and no/100 Dollars, (\$10.00) receipt whereof is hereby acknowledged, leases to the lessee all of those certain pieces or parcels of land situate in the County of Los Angeles, State of California, and more particularly described as follows, respectively, to-wit:

The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M., containing Ten (10) acres, more or less; The South one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M. containing Twenty (20) acres, more or less; The North one-half of the Southeast quarter of the Southwest quarter, and the North one-half of the Southwest quarter of the Southeast quarter of the Southwest quarter, of Section Six, Township Three South, Range Eleven West, S.B.B. & M., and containing Twenty five (25) acres, more or less; Excepting therefrom, that parcel of land described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West; thence running Easterly along the North line of said quarter Two Hundred Twenty (220) feet to a point; thence Southerly Three Hundred Ninety-six (396) feet to a point; thence Westerly Two Hundred Twenty (220) feet to a point; thence Northerly Three Hundred Ninety-six (396) feet to point of beginning, and containing Two (2) acres. Also Excepting therefrom, that parcel of land described as follows: Beginning at the Northeast corner of the land of W.F. Gill, being ^{the} Southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West; thence running Westerly along the North line of said land of W.F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half ($1\frac{1}{2}$) acres.

The West one-half of the Southwest quarter of the Southeast quarter of Section Six, Township Three South, Range Eleven, West, S.B.B. & M. and containing Twenty (20) acres, more or less. Beginning at the Northeast corner of the land of W.F. Gill, being the southeast corner of the North one-half of the Southeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B.B. & M.; thence Westerly along the North line of said land of W.F. Gill, Twenty (20) rods; thence North Twelve (12) rods; thence East Twenty (20) rods; thence South Twelve (12) rods, to place of beginning, and containing One and one-half ($1\frac{1}{2}$) acres, and being a portion of the North one-half of the Southeast quarter of the Southwest quarter of said Section Six, Township Three South, Range Eleven West.

The said Lessors do hereby agree to pool their interest in this lease and agree, during the term of this agreement that each owner shall receive all benefits accruing to the whole lease in the ratio which the acreage owned by each lessor bears to the entire acreage covered by this lease. Said lease shall be on the following terms and conditions:

1. The lease shall continue for a period of twenty (20) years from and after the date of this agreement and so long thereafter as oil or gas, hydro-carbons or kindred substances may be produced or paying quantities by means of any wells or other works constructed, in the course of

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construction at the expiration of said period of twenty (20) years; provided, that all wells in course of construction shall be completed as herein contemplated and defined for completed wells with all due diligence.

2. Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for and removing oil, gas, hydro-carbon and kindred substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines, and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads, and other appurtenances which may be necessary or convenient in the operation or production of said substances from said property hereunder.

Lessee shall have the right during the term of the lease to drill for and develop such water on said premises as it may require in its operation.

3. The lessee agrees to start the drilling of a well for oil with Standard or rotary tools on the demised premises, within eighteen (18) months from the date of this agreement, and to prosecute the work of drilling such well continuously and with due diligence until a depth of 4500 feet has been reached, unless oil is discovered in paying quantities at a lesser depth or unless such formations are encountered at a lesser depth which would indicate to the geologist of the lessee, that further drilling would be unsuccessful.

4. After discovery of oil in paying quantities in the first well, or its abandonment, the lessee agrees to commence the drilling of a second well within ninety (90) days thereafter, and thereafter continuously operate one string of tools, allowing ninety (90) days between the completion of one well and the commencement of the next succeeding, until one well has been drilled to each ten (10) acres. Nothing herein however, shall be construed to limit the number of wells which the Lessee may drill should it so elect, in excess of the number thereinabove specified, and if, in the opinion of its geologist, conditions justify, two wells will be drilled to each ten (10) acres.

Provided, further, that during the eighteen (18) months above mentioned, or during the twelve (12) months extension hereinafter provided for, in which to begin drilling, that, if any of the wells now being drilled by the Union Oil Company, (known as Bell No. 1 and Myer No. 4); or the Wilshire Oil Company (known as Myer No. 1); or the Amalgamated Oil Company (known as Butterworth No. 1); or any well that may be drilled thereafter by any of the above companies, or any other company, between any of the four mentioned wells, and the demised property, should come in as a well in paying quantities, then within ninety (90) days thereafter, the first well to be drilled under the terms of this agreement shall be commenced and thereafter diligently prosecuted.

Provided, further, that if the first well completed on the premises covered by this lease, should produce in excess of one hundred fifty (150) barrels per day of twenty-four hours, either by pumping or natural flow, then in that event the second well shall commence in eighty (80) days thereafter, and the third well in one hundred fifty (150) days after said first well has been completed. The fourth and following wells thereafter shall allow ninety (90) days between the completion or abandonment of one well and the commencement of the next succeeding as above specified.

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5. Lessee may at any time before discovery of oil on the demised premises, quit-claim the said property to the lessor, their successors or assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall thereupon cease and terminate.

6. After discovery of oil the lessee may at any time quitclaim any part of said land to the

construction at the expiration of said period of twenty (20) years; provided, that all wells in course of construction shall be completed as herein contemplated and defined for completed wells with all due diligence.

2. Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for and removing oil, gas, hydro-carbon and kindred substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines, and other apparatus and equipment, power lines, telephone and telegraph lines, pipe lines, roads, and other appurtenances which may be necessary or convenient in the operation or production of said substances from said property hereunder.

Lessee shall have the right during the term of the lease to drill for and develop such water on said premises as it may require in its operation.

3. The lessee agrees to start the drilling of a well for oil with Standard or rotary tools on the demised premises, within eighteen (18) months from the date of this agreement, and to prosecute the work of drilling such well continuously and with due diligence until a depth of 4500 feet has been reached, unless oil is discovered in paying quantities at a lesser depth or unless such formations are encountered at a lesser depth which would indicate to the geologist of the lessee, that further drilling would be unsuccessful.

4. After discovery of oil in paying quantities in the first well, or its abandonment, the lessee agrees to commence the drilling of a second well within ninety (90) days thereafter, and thereafter continuously operate one string of tools, allowing ninety (90) days between the completion of one well and the commencement of the next succeeding, until one well has been drilled to each ten (10) acres. Nothing herein however, shall be construed to limit the number of wells which the Lessee may drill should it so elect, in excess of the number thereinabove specified, and if, in the opinion of its geologist, conditions justify, two wells will be drilled to each ten (10) acres.

Provided, further, that during the eighteen (18) months above mentioned, or during the twelve (12) months extension hereinafter provided for, in which to begin drilling, that, if any of the wells now being drilled by the Union Oil Company, (known as Bell No. 1 and Myer No. 4); or the Wilshire Oil Company (known as Myer No. 1); or the Amalgamated Oil Company (known as Butterworth No. 1); or any well that may be drilled thereafter by any of the above companies, or any other company, between any of the four mentioned wells, and the demised property, should come in as a well in paying quantities, then within ninety (90) days thereafter, the first well to be drilled under the terms of this agreement shall be commenced and thereafter diligently prosecuted.

Provided, further, that if the first well completed on the premises covered by this lease, should produce in excess of one hundred fifty (150) barrels per day of twenty-four hours, either by pumping or natural flow, then in that event the second well shall commence in eighty (80) days thereafter, and the third well in one hundred fifty (150) days after said first well has been completed. The fourth and following wells thereafter shall allow ninety (90) days between the completion or abandonment of one well and the commencement of the next succeeding as above specified.

5. Lessee may at any time before discovery of oil on the demised premises, quit-claim the said property to the lessor, their successors or assigns, and thereupon all rights and obligations of the parties hereto, one to the other, shall thereupon cease and terminate.

6. After discovery of oil the lessee may at any time quitclaim any part of said land to the lessors, their successors or assigns. Upon the quit-claiming of any part of the land to the lessors, their successors or assigns, at or before expiration of the twenty (20) year period, no further well shall be drilled upon said premises and the lease thereon shall cease.

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except that the lessee shall have the right to operate, deepen, re-drill and properly maintain all producing wells upon the property at that time, and to use so much of the surface of the land as may be necessary or convenient for such operation. Except as herein provided, full right to said land shall re-vest in the lessors, free and clear of all claims of the lessee, except that the lessors, their successors or assigns, shall not drill any wells on said lands within an area of three hundred (300) feet in the form of a square surrounding each producing well, or any well that may be drilling continuously and with due diligence at that time.

7. In the event of discovery of oil in any well on adjacent properties within one hundred fifty (150) feet of the boundary line of the demised premises, and the production of oil therefrom in paying quantities, for a period of thirty (30) days, then within ninety (90) days thereafter, a well shall be commenced by the lessee to offset such producing well on the adjacent property.

8. Drilling and pumping operations shall be suspended on said property ^{riots,} only in the event that they are prevented by the elements, accidents, strikes, lockouts, delays, transportation, interference by State or Federal action or upon satisfactory proof by the lessee of their due diligence to secure essential materials, and of their inability to procure same in the open market, if such material is not on hand, or other causes beyond the reasonable control of the lessee, or so long as oil of the quality produced on said property shall be less than fifty cents (50¢) per barrel at the well. No extension under this clause, however, shall exceed in the aggregate twelve (12) months. This shall not operate however, as an extension of the eighteen months period in which to begin the payment of the monthly rental as hereinafter specified.

9. The lessee may, by giving the lessors written notice of intention so to do, extend the period of commencing the first well for an additional year, by paying to the lessors a rental of Seven Hundred Thirty and no/100 Dollars (\$730.00) per month payable monthly in advance in lieu of drilling. Said monthly rental shall cease when actual drilling has commenced.

10. The lessee shall have the free use of so much of the oil, water, or gas produced on said property, as may be required in the operation of the property. The lessee however, shall permit the lessors in the event gas is produced on said premises, to pipe the same at the lessor's own expense and risk, to their homes and dwellings and use the same for their domestic and irrigation uses, without charge.

11. Other than the oil specified in paragraph 10 hereof, the lessee shall pay as a rental or royalty for the use of said land, one-sixth ($1/6$) of all oil, gas, hydro-carbon and kindred substances produced and saved thereon, said payment to be made in money or in kind at the lessor's option. If the rental is paid in kind, the oil shall be delivered into tanks maintained on the property for that purpose as produced, and the previous month's production shall be stored for a period not exceeding thirty (30) days, without charge. If the royalty is paid in money, then the lessee shall pay to the lessors on the 20th day of each and every calendar month, one-sixth ($1/6$) of the market price at the well, of all oil produced from said property during the preceding calendar month. The option to the lessors to take the royalty in money or in kind, shall only be exercised once every six months and then on thirty (30) days notice in writing to the lessee. If no notice is given, it shall be deemed and understood that the royalties are to be paid in money. Whether payments are made in money or in kind, a statement shall be sent to the lessors each and every month, of the production for the preceding month, and said statements are to accompany all payments sent to lessors to depository hereinafter named.

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to said land shall re-vest in the lessors, free and clear of all claims of the lessee, except that the lessors, their successors or assigns, shall not drill any wells on said lands within an area of three hundred (300) feet in the form of a square surrounding each producing well, or a well that may be drilling continuously and with due diligence at that time.

7. In the event of discovery of oil in any well on adjacent properties within one hundred fifty (150) feet of the boundary line of the demised premises, and the production of oil therefrom in paying quantities, for a period of thirty (30) days, then within ninety (90) days thereafter, a well shall be commenced by the lessee to offset such producing well on the adjacent property.

8. Drilling and pumping operations shall be suspended on said proper^{ties} only in the event that they are prevented by the elements, accidents, strikes, lockouts, delays, transportation, interference by State or Federal action or upon satisfactory proof by the lessee of their due diligence to secure essential materials, and of their inability to procure same in the open market, if such material is not on hand, or other causes beyond the reasonable control of the lessee, or so long as oil of the quality produced on said property shall be less than fifty cents (50¢) per barrel at the well. No extension under this clause, however, shall exceed in the aggregate twelve (12) months. This shall not operate however, as an extension of the eighteen months period in which to begin the payment of the monthly rental as hereinafter specified.

9. The lessee may, by giving the lessors written notice of intention so to do, extend the period of commencing the first well for an additional year, by paying to the lessors a rental of Seven Hundred Thirty and no/100 Dollars (\$730.00) per month payable monthly in advance in lieu of drilling. Said monthly rental shall cease when actual drilling has commenced.

10. The lessee shall have the free use of so much of the oil, water, or gas produced on said property, as may be required in the operation of the property. The lessee however, shall permit the lessors in the event gas is produced on said premises, to pipe the same at the lessor's own expense and risk, to their homes and dwellings and use the same for their domestic and irrigation uses, without charge.

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11. Other than the oil specified in paragraph 10 hereof, the lessee shall pay as a rental or royalty for the use of said land, one-sixth ($1/6$) of all oil, gas, hydro-carbon and kindred substances produced and saved thereon, said payment to be made in money or in kind at the lessor's option. If the rental is paid in kind, the oil shall be delivered into tanks maintained on the property for that purpose as produced, and the previous month's production shall be stored for a period not exceeding thirty (30) days, without charge. If the royalty is paid in money, then the lessee shall pay to the lessors on the 20th day of each and every calendar month, one-sixth ($1/6$) of the market price at the well, of all oil produced from said property during the preceding calendar month. The option to the lessors to take the royalty in money or in kind, shall only be exercised once every six months and then on thirty (30) days notice in writing to the lessee. If no notice is given, it shall be deemed and understood that the royalties are to be paid in money. Whether payments are made in money or in kind, a statement shall be sent to the lessors each and every month, of the production for the preceding month, and said statements are to accompany all payments sent to lessors to depository hereinafter named.

12. The lessee shall be under no obligation to store or sell gas; if any gas is sold, then on the 20th day of each and every month the lessee shall pay to the lessors one-sixth ($1/6$) of

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the proceeds of all gas sold during the preceding calendar month. If casing-head gasoline is manufactured on the premises, or elsewhere, from gas produced in said well, then the lessee shall pay to the lessors one-sixth ($1/6$) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

13. That lessee will well and truly pay before delinquency, all taxes and assessments levied or assessed against all personal property upon the demised premises which may be owned by it, and five-sixths ($5/6$) of all taxes and assessments levied or assessed against mineral or mineral rights, or in the event that mineral or mineral rights are not assessed separately, the lessee will pay five-sixths ($5/6$) of all taxes or assessments levied upon any increase in the assessed value of said land over the amount as fixed by the fiscal year in which drilling commences.

Upon failure of the lessors to pay their proportion of said taxes, the lessee is hereby authorized to pay same and deduct the lessor's share therefrom, the amount of royalties which shall fall due, together with seven per cent (7%) interest per annum thereon from date of payment.

Upon failure of the lessee to pay their proportion of said taxes, the lessors may advance same and the lessee shall repay same together with seven per cent (7%) interest per annum thereon, from the date of such payments.

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14. All payments to the lessors shall be made by paying the same into Bank of Norwalk, at Norwalk, California, or such other depository as Lessors may designate in the County of Los Angeles,

All payments so made, whether of rental or royalty, shall constitute full compliance with the terms of this lease by lessee, and lessee shall not be obligated to see to proper distribution of any payment among the several lessors. Provided, further, that the receipt of said payments by the depository named, shall not be taken as an acceptance by the lessors or the lessee of the correctness of such payment.

15. A well in paying quantities is hereby defined as follows: A well that produces fifty (50) barrels per day of twenty-four hours from a depth of three thousand (3000) feet, or less, under a thirty (30) day pumping test; or a well that produces one hundred (100) barrels per day of twenty-four hours from a depth in excess of three thousand (3000) feet under a thirty (30) day pumping test.

This definition shall not apply to wells to be operated on the expiration of the twenty year period, or on the abandonment of a portion of the premises, and in such case, the lessee may operate such well as the lessee in his discretion shall deem sufficiently productive to operate.

16. Lessee shall carry on all operations in a careful workmanlike manner and in accordance with the laws of the State of California. Lessee shall keep full record of the operation and production and sales of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the lessors. Whenever requested by the lessors, the lessee shall furnish to the lessors a copy of the logs of all wells drilled on said property. The lessee shall permit the lessors to inspect and test the appliances used for gauging oil or other products at all reasonable times.

17. The lessors shall have a right to the use of the surface of the land for agricultural, horticultural and grazing purposes, to such an extent as will not interfere with the proper operations of the lessee for oil. The lessee agrees to conduct these operations so as to interfere

is manufactured on the premises, or elsewhere, from gas produced in said well, then the lessee shall pay to the lessors one-sixth (1/6) of the proceeds of the sale of said gasoline, less the cost of producing and selling same.

13. That lessee will well and truly pay before delinquency, all taxes and assessments levied or assessed against all personal property upon the demised premises which may be owned by it, and five-sixths (5/6) of all taxes and assessments levied or assessed against mineral or mineral rights, or in the event that mineral or mineral rights are not assessed separately, the lessee will pay five-sixths (5/6) of all taxes or assessments levied upon any increase in the assessed value of said land over the amount as fixed by the fiscal year in which drilling commences.

Upon failure of the lessors to pay their proportion of said taxes, the lessee is hereby authorized to pay same and deduct the lessor's share therefrom, the amount of royalties which shall fall due, together with seven per cent (7%) interest per annum thereon from date of payment.

Upon failure of the lessee to pay their proportion of said taxes, the lessors may advance same and the lessee shall repay same together with seven per cent (7%) interest per annum thereon, from the date of such payments.

14. All payments to the lessors shall be made by paying the same into Bank of Norwalk, at Norwalk, California, or such other depository as Lessors may designate in the County of Los Angeles

All payments so made, whether of rental or royalty, shall constitute full compliance with the terms of this lease by lessee, and lessee shall not be obligated to see to proper distribution of any payment among the several lessors. Provided, further, that the receipt of said payments by the depository named, shall not be taken as an acceptance by the lessors or the lessee of the correctness of such payment.

15. A well in paying quantities is hereby defined as follows: A well that produces fifty (50) barrels per day of twenty-four hours from a depth of three thousand (3000) feet, or less, under a thirty (30) day pumping test; or a well that produces one hundred (100) barrels per day of twenty-four hours from a depth in excess of three thousand (3000) feet under a thirty (30) day pumping test.

This definition shall not apply to wells to be operated on the expiration of the twenty year period, or on the abandonment of a portion of the premises, and in such case, the lessee may operate such well as the lessee in his discretion shall deem sufficiently productive to operate.

16. Lessee shall carry on all operations in a careful workmanlike manner and in accordance with the laws of the State of California. Lessee shall keep full record of the operation and production and sales of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the lessors. Whenever requested by the lessors, the lessee shall furnish to the lessors a copy of the logs of all wells drilled on said property. The lessee shall permit the lessors to inspect and test the appliances used for gauging oil or other products at all reasonable times.

17. The lessors shall have a right to the use of the surface of the land for agricultural, horticultural and grazing purposes, to such an extent as will not interfere with the proper operations of the lessee for oil. The lessee agrees to conduct these operations so as to interfere as little as is consistent with the economical operations of the properties hereof, with the use of the land for agricultural, horticultural or grazing purposes, and agrees to pay for any damage which may be done to growing crops, or trees through his operation or negligence, within sixty (60) days of such injury or damage. If any of the fences existing on said land are cut

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or removed by the lessee for its purposes, the lessee shall establish a good and substantial gate or rebuild same at such point. Whenever requested by the lessors in writing, the lessee shall fence all sump holes or other openings.

It is further agreed that the lessee shall pay the lessors the sum of One Hundred Dollars (\$100.00) for each lemon, orange, or other bearing fruit tree destroyed or removed; and the sum of Fifty Dollars (\$50.00) for any non-bearing lemon, orange or other fruit or ornamental tree destroyed or removed; and the sum of Two Hundred Dollars (\$200.00) for any matured walnut trees destroyed or removed. Bearing orange, lemon or other fruit trees used in this connection, shall be considered as trees of the age of four years or over, and bearing walnut trees of the age of six years or over. Payments for the destruction or removal of such trees shall be made within sixty (60) days of such injury.

The lessee agrees to bury and cover all pipe lines that it may place upon said premises in connection with the conveyance of water, gas, steam, oil, or other commodity, to a depth that will obviate any interference with plowing or other agricultural operations upon the demised land, and in any event so that the top of each pipe shall at all times be at least eighteen inches below the adjacent soil surface.

18. The first well to be drilled on each parcel of the demised property shall not be located within two hundred (200) feet of any dwelling on said property at the date of this lease.

19. The lessee shall have at any time the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances, or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided however, that in the case of an abandonment of any well, if the lessors shall desire to retain the same as a water well, they may notify the lessee to that effect, and thereupon the lessee shall leave such casing in the well as the lessors shall require, and the lessors shall pay to the lessee fifty per cent (50%) of the cost of such casing in the ground above the water producing strata.

20. In the event of any dispute as to any of the terms of this lease, or of the performance of any of the conditions thereof, by the lessee, the same shall be submitted to arbitration, one arbitrator shall be appointed by the lessee and one by the lessors, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties hereto.

21. In the event of any breach of any of the terms or conditions of this lease by the lessee and the failure to remedy the same within thirty (30) days after written notice from the lessors so to do, then, at the option of the lessors this lease shall forthwith cease and terminate, and all rights of the lessee in, and to said land will be at an end.

22. Any notices from the lessors to the lessee may be given by sending the same by registered mail addressed to the lessee at his office in the Higgins Building, in the City of Los Angeles, California, and the lessee or his successors or assigns, may at any time, by written notice to the lessors, change the place of giving notice, and after such written notice to the lessors by registered mail, the lessors shall send all notices intended for the lessee or his successors or assigns, to the address which may be so indicated.

23. Any notices from the lessee to the lessors may be given by sending the same by registered mail addressed to the lessors at Bank of Norwalk, Norwalk, California.

24. All work done on the land by the lessee shall be at the lessee's sole cost and expense, and lessee further agrees to protect said land, and the lessors from all claims of contractors, laborers, material-men, or from any damage caused by the lessee's drilling operations thereunder

It is further agreed that the lessee shall pay the lessors the sum of One Hundred Dollar (\$100.00) for each lemon, orange, or other bearing fruit tree destroyed or removed; and the sum of Fifty Dollars (\$50.00) for any non-bearing lemon, orange or other fruit or ornamental tree destroyed or removed; and the sum of Two Hundred Dollars (\$200.00) for any matured walnut trees destroyed or removed. Bearing orange, lemon or other fruit trees used in this connection, shall be considered as trees of the age of four years or over, and bearing walnut trees of the age of six years or over. Payments for the destruction or removal of such trees shall be made within sixty (60) days of such injury.

The lessee agrees to bury and cover all pipe lines that it may place upon said premises in connection with the conveyance of water, gas, steam, oil, or other commodity, to a depth that will obviate any interference with plowing or other agricultural operations upon the demised land, and in the event so that the top of each pipe shall at all times be at least eighteen inches below the adjacent soil surface.

18. The first well to be drilled on each parcel of the demised property shall not be located within two hundred (200) feet of any dwelling on said property at the date of this lease.

19. The lessee shall have at any time the right to remove any houses, tanks, pipe lines, structures, casing or other equipment, appurtenances, or appliances of any kind brought by him upon said land, whether affixed to the soil or not; provided however, that in the case of an abandonment of any well, if the lessors shall desire to retain the same as a water well, they may notify the lessee to that effect, and thereupon the lessee shall leave such casing in the well as the lessors shall require, and the lessors shall pay to the lessee fifty per cent (50%) of the cost of such casing in the ground above the water producing strata.

20. In the event of any dispute as to any of the terms of this lease, or of the performance of any of the conditions thereof, by the lessee, the same shall be submitted to arbitration, one arbitrator shall be appointed by the lessee and one by the lessors, and a third arbitrator by the two so appointed. Any decision by a majority of such arbitrators shall be binding upon both parties hereto.

21. In the event of any breach of any of the terms or conditions of this lease by the lessee and the failure to remedy the same within thirty (30) days after written notice from the lessors so to do, then, at the option of the lessors this lease shall forthwith cease and terminate, and all rights of the lessee in, and to said land will be at an end.

22. Any notices from the lessors to the lessee may be given by sending the same by registered mail addressed to the lessee at his office in the Higgins Building, in the City of Los Angeles, California, and the lessee or his successors or assigns, may at any time, by written notice to the lessors, change the place of giving notice, and after such written notice to the lessors by registered mail, the lessors shall send all notices intended for the lessee or his successors or assigns, to the address which may be so indicated.

23. Any notices from the lessee to the lessors may be given by sending the same by registered mail addressed to the lessors at Bank of Norwalk, Norwalk, California.

24. All work done on the land by the lessee shall be at the lessee's sole cost and expense, and lessee further agrees to protect said land, and the lessors from all claims of contractors, laborers, material-men, or from any damage caused by the lessee's drilling operations thereunder and lessors may post and keep posted on said lands such notices as they may desire in order to protect said land against liens.

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25. On the expiration of this lease or sooner termination thereof, the lessee shall quietly and peaceably surrender possession of the premises to the lessors and shall so far as possible cover all sump holes and excavations made by him, and restore the land as nearly as possible to the condition in which it was received.

26. This lease shall run to and be binding upon the successors and assigns of all the parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors.

In Witness Whereof, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Agee.
Winifred H. Agee.
C. A. Journigan.
Elizabeth Journigan.
George A. Koontz.
Bessie Koontz.
A. L. Lewis.
Louise M. Lewis.
Lafayette A. Lewis.
Rose H. Lewis. The Lessors.

(Corporate Seal)

General Petroleum Corporation,
By Lionel T. Barneson, Vice-President.
By D. W. Woods, Asst. Secretary. The Lessee.

Approved as to terms. Folsom. Approved as to form. By H. C. Weil. Description Checked J. W. M.

State of California, County of Los Angeles, /ss.

On this 13th day of May, A. D. 1920, before me, D. W. Horst, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John R. Agee, Winifred H. Agee, C. A. Journigan, Elizabeth Journigan, George A. Koontz, Bessie Koontz, A. L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, known to me to be the person whose name--subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Notarial Seal)

D. W. Horst,

Notary Public,

in and for said County and State of California.

State of California, County of Los Angeles, /ss.

On this 20th day of May, A. D. 1920, before me, Mamie L. Chase, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lionel T. Barneson and D. W. Woods, known to me to be the Vice-President, and Assistant Secretary, respectively, of the General Petroleum Corporation, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Mamie L. Chase, Notary Public,

in and for said County and State.

For and in Consideration of the entering into of the foregoing oil lease by General Petroleum Corporation, a corporation, as lessee, and to induce the same, I / We Bank of Norwalk, a Corporation, of Norwalk, California, Holding a mortgage on the following described property: The South Half of the North East quarter of the South West quarter of Section Six, Township Three South,

25. On the expiration of this lease or sooner termination thereof, the lessee shall quietly and peaceably surrender possession of the premises to the lessors and shall so far as possible cover all sump holes and excavations made by him, and restore the land as nearly as possible to the condition in which it was received.

26. This lease shall run to and be binding upon the successors and assigns of all the parties hereto, and shall become operative and in effect from the date of signing this agreement by the lessors.

In Witness Whereof, the parties hereto have caused this agreement to be executed and have hereunto set their hands and seals the day and year first above written.

John R. Agee.
Winifred H. Agee.
C. A. Journigan.
Elizabeth Journigan.
George A. Koontz.
Bessie Koontz.
A. L. Lewis.
Louise M. Lewis.
Lafayette A. Lewis.
Rose H. Lewis.

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(Corporate Seal)

The Lessors.
General Petroleum Corporation,
By Lionel T. Barneson, Vice-President.
By D. W. Woods, Asst. Secretary. The Lessee.
By H. C. Weil. Description Checked J. W. M.

Approved as to terms. Folsom. Approved as to form. By H. C. Weil. Description Checked J. W. M.
State of California, County of Los Angeles, /ss.

On this 13th day of May, A. D. 1920, before me, D. W. Horst, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John R. Agee, Winifred H. Agee, C. A. Journigan, Elizabeth Journigan, George A. Koontz, Bessie Koontz, A. L. Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, known to me to be the person whose name--subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Notarial Seal)

D. W. Horst, Notary Public,

in and for said County and State of California.

State of California, County of Los Angeles, /ss.

On this 20th day of May, A. D. 1920, before me, Mamie L. Chase, a Notary Public, in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Lionel T. Barneson and D. W. Woods, known to me to be the Vice-President, and Assistant Secretary, respectively, of the General Petroleum Corporation, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Mamie L. Chase, Notary Public,

in and for said County and State.

For and in Consideration of the entering into of the foregoing oil lease by General Petroleum Corporation, a corporation, as lessee, and to induce the same, I / We Bank of Norwalk, a Corporation, of Norwalk, California, Holding a mortgage on the following described property: The South Half of the North East quarter of the South Wst quarter of Section Six, Township Three South, Range Eleven West S. B. M. Excepting the usual reservations for roads, railroads and ditches, owned by C. A. Journigan, hereby consent to said lease, and agree that my / our mortgage for \$7000.00, covering said leased land, dated January 6, 1919 and recorded in Book 4306, page 101

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of mortgages, records of Orange County, California, shall be first and subordinate to the within and foregoing oil lease as to the rights of Lessee, and that in case of foreclosure and / or sale under said mortgage, said property shall be sold subject to said lease and the rights of the lessee hereunder as to the lessee, and such rights of said lessee shall in no manner be affected by such sale when the purchaser shall acquire all rights of the lessors.

Witness my / our name and seal this 7th day of June, 1920.

(Corporate Seal)

Bank of Norwalk.
By D.W.Horst, Secretary.

State of California, County of Los Angeles, /ss.

On this 7th day of June, 1920, before me, E.P. Truitt, a Notary Public, in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared D.W. Horst, Secretary, of Bank of Norwalk, known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

E.P. Truitt, Notary Public,

in and for the County of Los Angeles, State of California, My Commission Exp. March 2, 1924.

Subordination Agreement.

For, and in Consideration of the entering into of the attached Lease from John Russell Agee et al, as Lessors, to General Petroleum Corporation, as Lessee, and to induce the same, Title Insurance and Trust Company, a corporation of Los Angeles, California, as Trustee under a certain Deed of Trust, executed by John Russell Agee and Winifred H. Agee, his wife, dated the 9th day of January, 1917, and recorded in Book 6419, Page 144, of Deeds Records of Los Angeles County, hereby consents to said Lease as regards the property described in said Deed of Trust, being a portion of the property described in said Lease, and agrees that the lien of said Deed of Trust shall be subsequent and subject to said Lease as to the rights of the Lessee, and that in case of a Trustee's Sale under said Deed of Trust, said property shall be sold subject to said lease, and the rights of the Lessee thereunder, and such rights of the said Lessee shall in no manner be affected by such sale.

In Witness Whereof, the Title Insurance and Trust Company, has hereunto caused its corporate name and seal to be affixed by its Vice-President, and Secretary thereunto duly authorized by a resolution passed by its Board of Directors at a legal meeting thereof duly convened and held on the 8th day of January, 1907.

(Corporate Seal)

Title Insurance and Trust Company,
By O.F. Brant, Vice-president.
By O.P. Clark, Secretary.

State of California, County of Los Angeles, /ss.

On this 10th day of June, 1920, before me, F.H. Greene, a Notary Public, in and for the County, personally appeared O.F. Brant, known to me to be the Vice-President, and O.P. Clark, known to me to be the Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. Witness my hand and official seal.

(Notarial Seal)

F.H. Greene, Notary Public,

in and for the County of Los Angeles, State of California.

For and in Consideration of the entering into of the foregoing lease by General Petroleum Corporation, as Lessee, and to induce the same, I Joseph Miller, of Los Angeles, California, holding

...and such rights of said lessee shall in no manner be affected by such sale when the purchaser shall acquire all rights of the lessors.

Witness my / our name and seal this 7th day of June, 1920.

(Corporate Seal)

Bank of Norwalk.
By D.W.Horst, Secretary.

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State of California, County of Los Angeles, /ss.

On this 7th day of June, 1920, before me, E.P. Truitt, a Notary Public, in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared D.W. Horst, Secretary, of Bank of Norwalk, known to me to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

E.P. Truitt, Notary Public,

in and for the County of Los Angeles, State of California, My Commission Exp. March 2, 1924.

Subordination Agreement.

For, and in Consideration of the entering into of the attached Lease from John Russell Agee et al, as Lessors, to General Petroleum Corporation, as Lessee, and to induce the same, Title Insurance and Trust Company, a corporation of Los Angeles, California, as Trustee under a certain Deed of Trust, executed by John Russell Agee and Winifred H. Agee, his wife, dated the 9th day of January, 1917, and recorded in Book 6419, Page 144, of Deeds Records of Los Angeles County, hereby consents to said Lease as regards the property described in said Deed of Trust, being a portion of the property described in said Lease, and agrees that the lien of said Deed of Trust shall be subsequent and subject to said Lease as to the rights of the Lessee, and that in case of a Trustee's Sale under said Deed of Trust, said property shall be sold subject to said lease, and the rights of the Lessee thereunder, and such rights of the said Lessee shall in no manner be affected by such sale.

In Witness Whereof, the Title Insurance and Trust Company, has hereunto caused its corporate name and seal to be affixed by its Vice-President, and Secretary thereunto duly authorized by a resolution passed by its Board of Directors at a legal meeting thereof duly convened and held on the 8th day of January, 1907.

(Corporate Seal)

Title Insurance and Trust Company,
By O.F. Brant, Vice-president.
By O.P. Clark, Secretary.

State of California, County of Los Angeles, /ss.

On this 10th day of June, 1920, before me, F.H. Greene, a Notary Public, in and for the County, personally appeared O.F. Brant, known to me to be the Vice-President, and O.P. Clark, known to me to be the Secretary of Title Insurance and Trust Company, the Corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. Witness my hand and official seal.

(Notarial Seal)

F.H. Greene, Notary Public,

in and for the County of Los Angeles, State of California.

For and in Consideration of the entering into of the foregoing lease by General Petroleum Corporation, as Lessee, and to induce the same, I Joseph Miller, of Los Angeles, California, holding a mortgage on the following described property: West half of the Southwest Quarter of the South-

0 feet in length, the center of which or the intersection

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east Quarter of Section Six (6) Township Three (3) South, Range Eleven (11) West S.B.B.M. in County of Los Angeles, State of California, exclusive of roads, owned by A.L. Lewis, and Louise M. Lewis, hereby consent to said lease and agree that my mortgage for \$6000.00 covering said leased land, dated December 1, 1917 and recorded in Book 4195, Page 153 of Mortgages, Records of Los Angeles County, California, shall be subject and subordinate to the within and foregoing lease as to the rights of Lessee, and that in case of foreclosure and / or sale under said mortgage said property shall be sold subject to said lease and the rights of the Lessee hereunder as to the Lessee, and such rights of said Lessee shall in no manner be affected by such sale when the purchaser shall acquire all rights of the Lessors.

Witness my name and seal this 14th day of May, 1920.

Joseph Miller. -

State of California, County of Los Angeles, /ss.

On this 14th day of May, 1920, before me, L.A. Lewis, a Notary Public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Joseph Miller of Los Angeles, Cal., known to me to be the person described in and who executed the within instrument and he acknowledged to me that he executed the same.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

L.A. Lewis, Notary Public,

in and for County of Los Angeles, State of California.

#678. A full true and correct copy of original recorded at request of Title Guarantee & Tr. Co. Jun. 23, 1920 31 min. past 8 A.M. #446-Copyist #5.
C.L. Logan, County Recorder, By

K. L. Hicks

Deputy.

This Indenture of Lease, made and entered into in duplicate this 17th day of June, 1920 by and between Miles E. Burger, of the Imperial County, California, hereinafter called the Lessor and Robert E. Bering, of Los Angeles, California, hereinafter called the Lessee.

Witnesseth: That in consideration of the sum of One Dollar (\$1.00) by the lessee to the lessor in hand paid, the receipt whereof is hereby acknowledged, and the royalties and agreements hereinafter contained, the lessor has leased, let and demised and by these presents does lease, let and demise unto the lessee the land hereinafter described with the sole and exclusive right to the lessee to drill for, produce, extract, take and remove all petroleum, oil, natural gas, naptha, and other hydro-carbon substances from and store the same on said land, and to erect, construct, maintain and operate thereon and therein such structures, appliances, apparatus and equipment as may be necessary or desirable to the effectual exercise of the rights and privileges herein granted, provided, that at the expiration of twenty years from the date hereof the said right to explore and drill shall terminate, but the lessee may thereafter retain and operate all wells then producing on the same terms as to royalty and other conditions as are herein specified and maintain and use such structures and equipment as may be reasonably necessary in the operation of such wells as long as such wells shall continue to produce in paying quantities; and the lessor hereby agrees that he will not drill any well, nor cause, nor permit any well to be drilled upon any of said land surrendered, by the lessee at the termination of lessee's right to explore and drill within three hundred and fifty (350) feet of any producing well thereafter

age/cp

Dead

Deed

John Russell Agee & Winifred H. Agee

Grant to:

General Petroleum Corporation

1378/75

Recorded Aug 16, 1922

nineteen hundred and twenty-two, before me, Elmer Mead, a Notary Public in and for the County of Los Angeles, California, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

(Notarial Seal)

Elmer Mead, Notary Public

in and for the County of Los Angeles, State of California.

#1024. A copy of original, recorded at request of Mortgage, Aug. 16, 1922, 16 min. past 2 P.M. Deputy. Copyist #14. Compared. C.L. Logan, County Recorder, By *William D. Smith*

U.S.I.R.S. \$2.00 cancelled. Grant Deed. J. C. Lennex and Lizzie H. Lennex, his wife, in consideration of Ten and no/100 Dollars to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to George H. Betts the real property in the City of and County of Los Angeles, State of California, described as

All of Lots Sixteen (16) Seventeen (17) and Eighteen (18), of Tract No. Twenty-eight Hundred sixty-seven (2867), as per map recorded in Book 28 Page 84 of Maps, in the office of the County Recorder of said County. Except the North sixty-five feet thereof.

Subject to taxes for the fiscal year 1922/1923;

Subject to the Conditions, Restrictions, Reservations, Rights and Rights of Way of Record.

To Have and To Hold to said grantee, his heirs or assigns forever.

Witness our hands this 11th day of August, 1922.

J. C. Lennex.
Lizzie H. Lennex.

State of California, County of Los Angeles, ss.

On this 11th day of August, 1922, before me, --- a Notary Public in and for said County personally appeared J. C. Lennex and Lizzie H. Lennex, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.

(Notarial Seal)

May Anderson, Notary Public

in and for the County of Los Angeles, State of California.

#242. A copy of original, recorded at request of Title Insurance & Tr. Co., Aug. 16, 1922, at 8:30 A.M. Copyist #14. Compared. C.L. Logan, County Recorder, By *William D. Smith* Deputy.

U.S.I.R.S. \$50.00 cancelled. Grant Deed. John Russell Ageo, and Winifred H. Ageo, his wife, in consideration of Ten Dollars (\$10.00) to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant to General Petroleum Corporation, a California corporation, all that real property situate in the County of Los Angeles, State of California, described as follows:

The south half (S $\frac{1}{2}$) of the north half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M. Except the east thirty (30) feet reserved for roads, railroads, ditches and water courses, by deed recorded in Book 60 Page 405 of Deed, records of said County. Also an undivided half of that portion of the north half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of said Section Six (6), Township 3 south, Range 11 west, S.B.M., described as follows: Beginning at a point thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter; thence south, parallel with the east line of said southwest quarter, forty-eight (48) feet; thence east, parallel with the north line of said southwest quarter, fifteen (15) feet; thence north parallel with the east line of said southwest quarter, forty-eight (48) feet; thence west fifteen (15) feet to the point of beginning, together with the pumping plant located thereon.

1978

hereof being described as follows: Beginning at a point in the above described property distant thirty (30) feet south of a point in the north line of said southwest quarter, distant one hundred fifty (150) feet west of the northeast corner of said southwest quarter, said point of beginning being the center of a stand pipe running thence east, parallel with the north line of said southwest quarter, to a point in the east line thereof.

✓ Reserving, however, unto the grantors the royalties reserved to the lessor under that certain oil and gas lease covering said property, recorded in Book 158 of Leases, at page 118 thereof, of the records of the said Los Angeles County, subject to the said grantors paying and discharging all taxes and other charges imposed on the lessor under the terms of said lease.

Also Reserving unto the said grantors, in the event that said oil and gas lease be terminated, all oil, gas and other hydrocarbon substances contained in said land. In this event grantors or their successors, shall have all rights incident or necessary to the convenient extraction of all oil, gas or other hydrocarbon substances, paying a reasonable damage, if any be done, to property of grantees, as well as all increase in taxes on account of the discovery or extraction of oil, gas and other hydrocarbon substances; it being understood that grantees shall not be obligated to pay any portion of increase of taxes, and this conveyance is intended only to convey the surface rights to said property. Subject to taxes for the fiscal year 1922-1923.

To Have and To Hold to the said grantees, its successors or assigns, forever.

Witness our hands this 31st day of July, 1922.

John Russell Agee.
Winifred H. Agee.

State of California, County of Los Angeles: ss.

On this 11th day of August, 1922, before me, Lois Risby, a Notary Public in and for said County, personally appeared John Russell Agee and Winifred H. Agee, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same.

Witness my hand and official seal.

(Notarial Seal)

Lois Risby, Notary Public

in and for the County of Los Angeles, State of California.

A copy of original recorded at request of Title Insurance & Tr. Co., Aug. 16, 1922, at 8:50 A.M. Copyist J.M. Compt. C.L. Loran, County Recorder, By Ellen D. Fair Deputy.

U.S.I.P.S. \$1.50 cancelled. Bargain and Sale Deed. Joint Tenants.

This Indenture, Made the 8th day of August, in the year of our Lord nineteen hundred and Twenty-two, between Ralph C. Shea and Carrie Shea, husband and wife, the parties of the first part, and John Sharrock and Kabeil L. Sharrock, husband and wife, as Joint Tenants with right of survivorship, the parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, in gold coin of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, bargain and sell, convey and confirm unto the said parties of the second part, as Joint Tenants, and not as Tenants in common, and to the survivor of them and the heirs and assigns of such survivor forever, all that certain real property situated in the City of --- County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit:

Lot Five (5) of the Mine Improvement Tract, in the County of Los Angeles, State of California, as per map recorded in Book 12, Page 149 of Maps, in the office of the County Recorder of said County. Subject to taxes for the fiscal year 1922-23 and other taxes, restrictions and encumbrances of record.

agee/GB

assignment

Partial Assignment

John R. Agee, et ux, et al

and

General Petroleum Corporation

17027/205

Recorded Nov 21, 1939

as Richard Oliver and Jose Oliver, her husband, GUADALUPE L. de DIAZ, an unmarried woman, also known as Guadalupe C. Diaz, BRILEY NOVALES, a single woman, Reliance Title Company, a corporation, as Trustee, Carl A. Romer and Yves Y. Romer, husband and wife, D.D. Danley Oil Company, a corporation, J. J. Baker, and Connie Baker, sometimes known as Connie S. Baker, his wife, R. H. Gordon and Helen Gordon, his wife, J. J. Baker, doing business as Baker Oil Company, Baker Oil Company, a Limited Partnership, A. C. Bruhnke, also known as Augustus C. Bruhnke, R. L. Silver, also known as Barnett L. Silver and Charles R. Warfel, co-partners doing business as Bruhnke & Silver, and Charles R. Warfel, individually, Dil-Harp Oil Company, Ltd., a corporation, Puritan Oil Corporation, a corporation, Burke Kytzes, John A. Archer, Mrs. Clara E. Mullen, Bell M. Quinn, and Department of Water and Power of City of Los Angeles, S. B. Spencer, also known as Susan B. Spencer, and Vera Archer, sued herein as Jane Doe Archer, Gordon Kiefer, a single man, and W. F. Leonard, Jr., a single man, Fey M. Kytzes, Defendants, ~~Exhibit~~ rendered on October 19th, 1939, and entered on October 20th, 1939, duly attested on October 24th, 1939, and to me, as such Commissioner, duly directed and delivered, whereby I was commanded to sell the property hereinafter described according to law and apply the proceeds of such sale towards the satisfaction of the judgment in said action, dated October 19th, 1939, amounting to the sum of ONE THOUSAND FOUR HUNDRED SIXTY ONE & 74/100 (\$1461.74) Dollars lawful money of the United States with interest and costs of suit, I duly levied on, and on November 20th, 1939, at 12:00 o'clock Noon, at the eastern and Spring Street Entrance to the Los Angeles County Hall of Justice in the City of Los Angeles, in said County of Los Angeles, I duly sold at Public Auction, according to law, and after due and legal notice, to HOME OWNERS' LOAN CORPORATION, a corporation, who made the highest bid therefor at such sale, for the sum of ONE THOUSAND FIVE HUNDRED TWENTY THREE & 64/100 (\$1523.64) Dollars, lawful money of the United States, which was the whole sum paid by HOME OWNERS' LOAN CORPORATION, a corporation, the Real Estate in said Order of Sale, lying and being in the said County of Los Angeles, State of California, and described as follows: to wit: Lot Seven (7) in Block "C" of Wilmington Harbor Tract, as per map recorded in Book 10, page 69 of Maps, in the Office of the County Recorder of Los Angeles County, together with the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and I do hereby certify that the said property was sold in one lot or parcel and that ONE THOUSAND FIVE HUNDRED TWENTY THREE & 64/100 (\$1523.64) Dollars was the highest bid made, and the whole price paid therefor, and that the same is subject to redemption in like lawful money of the United States (pursuant to the Statute in such cases made and provided).

Given under my hand this 20th day of November, 1939.

John A. Gray

(JOHN A. GRAY)

Commissioner, appointed by the Court

SUBSCRIBED AND SWORN to before me this 20th day of November, 1939, (NOTARIAL SEAL) Frederick C. Carpenter, in and for the County of Los Angeles, State of California, (FREDERICK C. CARPENTER) Notary Public.

795 Copy of original recorded at request of Commissioner, Nov. 21, 1939, 9:52 A. M. Copied at 128, Compared Name B. Renty, County Recorder, By 45-30-10. D. (53)

R:24746 PARTIAL ASSIGNMENT OF LEASE

WHEREAS, on the 13th day of May, 1920, JOHN R. AGEE and WINIFRED H. AGEE, his wife, C. A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A. M. LEWIS and LOUISE M. LEWIS, his wife, and LAFAYETTE A. LEWIS and ROSE E. LEWIS, his wife, as Lessor, made and entered into an Oil and Gas Lease with GENERAL PETROLEUM CORPORATION, organized and existing under and by virtue of the laws of the State of California, as Lessee, which lease was recorded in Book 188 of Leases at Page 118 of Official Records of the County of Los Angeles, State of California, and covered a certain parcel of land in the County of Los Angeles, State of California, as in said lease more particularly described; and

WHEREAS, on the 18th day of May, 1926, GENERAL PETROLEUM CORPORATION by an instrument recorded on the 7th day of July, 1926, in Book 5681, Page 586 of Official Records of Los Angeles County, granted, assigned, transferred and set over said Oil and Gas Lease to GENERAL PETROLEUM CORPORATION OF DELAWARE, a Delaware corporation, together with all its rights, benefits, privileges, title and interest in and to the same;

AND WHEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, GENERAL PETROLEUM CORPORATION OF DELAWARE, a Delaware corporation, hereby assigned and conveyed

to HATHAWAY COMPANY, its successors and assigns, and HATHAWAY COMPANY hereby accepts, subject to the terms hereof, said Oil and Gas Lease dated May 12, 1920, in so far as concerns the following described property, to-wit:

A portion of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, T.3 S., R. 11 W., S.B.B. & M., more particularly described as follows:

Beginning at a point on the northerly boundary line of the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, said point being 94 feet easterly of the northwest corner thereof; thence southerly at right angles 100 feet; thence easterly and parallel to said northerly line 200 feet; thence northerly at right angles 100 feet to the said northerly line; thence westerly along said northerly line 200 feet to the point of beginning, containing 20,000 square feet, or 0.459 acres, all in the County of Los Angeles, State of California, subject to 1939-1940 Los Angeles County mining rights taxes, a lien but not yet payable. HATHAWAY COMPANY agrees to confine its subsurface operations to said property.

HATHAWAY COMPANY hereby expressly assumes and agrees to perform each and every, all and singular the obligations and covenants of said Oil and Gas Lease to be performed by Lessee in the above described lease.

This assignment shall run to and be binding upon the successors and assigns of the parties hereto.

DATED at Los Angeles, California, the 5th day of September, 1939.

(CORPORATE SEAL)

GENERAL PETROLEUM CORPORATION OF CALIFORNIA
By R. A. Sperry, Vice President
By Cassel Jacobs, Asst. Secretary

(CORPORATE SEAL)

HATHAWAY COMPANY
By J. Elwood Hathaway, President
By Richard F. Hathaway, Secretary

STATE OF CALIFORNIA, County of Los Angeles)SS: On this 6th day of September, A.D. 1939, before me, B. M. ANDERSEN, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared R. A. SPERRY known to me to be the Vice President and CASSEL JACOBS known to me to be the Assistant Secretary of the GENERAL PETROLEUM CORPORATION OF CALIFORNIA the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

B. M. Andersen, Notary Public

in and for said County and State. My Commission expires July 28, 1943.

STATE OF CALIFORNIA, County of Los Angeles)SS: On this 8th day of September, A.D. 1939, before me, IRMA D. KIRBY a Notary Public in and for the said County and State, personally appeared J. Elwood Hathaway, known to me to be the President and Richard F. Hathaway, known to me to be the Secretary of the HATHAWAY COMPANY the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Irma D. Kirby, Notary Public

in and for said County and State. My Commission expires February 3, 1942.

#864 Copy of original recorded at request of Assignee, Nov. 21, 1939, 10:43 A. M. Corplet #128. Compared Memo E. Beatty, County Recorder, By Deputy.

\$1.40-10. M.

U.S.I.R.S. #2.50 Cancelled

GRANT DEED

In consideration of \$10.00 receipt of which is hereby acknowledged, I, DELPHINE FLAVEN a widow, do hereby GRANT to LILLIAN J. HOLCOMB, a widow, all that real property in the City of Los Angeles, County of Los Angeles, State of California, described as:

Lot No. 5 of Block 17 of Tract No. 7307, as per map recorded in Book 85 Pages 1 to 5 Inc. of Map, recorded in said County.

Subject to conditions and restrictions of record.

TO HAVE AND TO HOLD to the said grantee her heirs or assigns forever.

WITNESS my hand this 18th day of November, 1939.

Delphine Flaven

STATE OF CALIFORNIA, County of Los Angeles)SS: On this 18th day of November, 1939, before me, Vera B. Brown, a Notary Public in and for said County, personally appeared DELPHINE FLAVEN known to me to be the person whose name is subscribed to the within instrument, and she acknowledged the same. WITNESS my hand and official seal.

Vera B. Brown, Notary Public

Lease

Info Only

Agee, et al

Hathaway Company

17110/252

Dec 15, 1939

referred to as "Lessor" and Hathaway Company, a California corporation, hereinafter referred to as "Lessee"

Witnesseth: Whereas, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit:

The South one-half of the Northeast one-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 8, Township, 2 South Range, 11 West S.B.S. & N, in the Rancho Santa Gertrudes, Subdivided by the Santa Gertrudes Land Association as per Map recorded in Book 1, Page 502, and Book 32, Page 10 Miscellaneous Records of Los Angeles County, excepting therefrom the South 25 feet thereof included in the lines of the Little Lake Road, and containing 20 acres of land, more or less, and Whereas, two oil and gas wells were heretofore drilled upon said premises which wells have been abandoned, and have remained idle for sometime, and

Whereas, the Lessors are desirous of having the Lessee endeavor to restore, either one or both of said wells to production, or otherwise, obtain production of oil and gas from said premises,

Now Therefore, for and in consideration of the sum of Ten Dollars, (\$10.00) receipt of which is hereby acknowledged and the terms and conditions hereinafter set forth, the Lessors do hereby lease to the Lessee all oil, gas and other hydrocarbon substances lying in, under, on or through the above described real property, together with the right to take, claim and remove the same from said real property, Said lease shall be made upon the following terms and conditions.

1. This lease shall continue for a period of twenty (20) years from and after the date hereof and so long thereafter as drilling operations on said premises are being conducted, or deferred under provisions herein, and should production of one or more of the products specifically mentioned in the next succeeding paragraph result from said drilling operations, then this lease shall remain in force so long thereafter, as one or more of said products are producible from said premises, subject to compliance with the terms and conditions hereof.

2. The Lessee shall have the sole and exclusive right of prospecting devised premises and drilling for, producing, extracting, treating, removing and marketing oil, gas natural gasoline and other hydrocarbon substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines and other apparatus and equipment, power lines, pipe lines, roads and other appurtenances which may be necessary or convenient in the production treatment, storage and / or transportation of any and all of said products from and on said property.

3. The Lessee agrees to start drilling operations upon said real property either by going into an old well, or wells, now located on said property and attempting to produce oil or gas therefrom or commence drilling operations for a new well as soon as conveniently possible after lessee completes and places on production a well now being drilled by lessee known as Jalk No. 112, but not later than 120 days from date hereof, and to continue such operations after commencing the same with due diligence until oil or gas is discovered or produced in paying quantities. If the operations contemplated herein or any well be abandoned for mechanical reasons or for any other reasons, this lease shall remain in full force and effect if a new well is started within ninety-(90) days from the date of such abandonment.

4. Lessee may at any time, and from time to time either before or after discovery of oil and / or gas on the devised premises, quitclaim the said mineral rights or premises, or any part thereof, to the Lessors, their successors or assigns. Upon the quitclaiming of any part of the land to the Lessors, their successors or assigns, all rights, and obligations of the parties hereto, one to the other shall cease and determine as to the portions of the premises quitclaimed (except that the Lessee may continue to enjoy such easements on the surrendered premises as may be in use at the time of the surrender). Except as herein provided, full right to said oil, gas and mineral rights shall revert in the Lessors free and clear of all claims of the Lessee, except that the Lessors, their successors or assigns, shall not drill any well on said surrendered land within 330 feet of any producing oil well or within 660 feet of any gas well on land retained by Lessee.

5. In case any producing oil zone shall be discovered either on the devised land or on any adjoining land and within 660 feet from any outer boundary of said devised land which on thirty (30) days' production test, shall be shown to be sufficiently productive to demonstrate that such deeper zone will justify the expense of drilling wells, into the same and producing therefrom, then Lessee shall produce from such deeper zone or zones.

demised land against drainage by wells drilled into said deeper producing oil zone or zones, and for that purpose, within ninety (90) days after the completion of any well on adjoining property into any such deeper oil zone and the thirty (30) days' test of the same demonstrating that the production of oil is sufficient to warrant drilling new wells into said zone, Lessee shall either begin deepening an existing oil well on said demised land within offsetting distance from the well on said adjoining land, or shall begin the drilling of a new well on the demised land offsetting said deeper well on adjoining land, and in either case shall drill said well to substantially the same depth and formation as the well on adjoining land which it is designed to offset. Provided that in case the Lessee shall fail to begin the deepening of said old well or the drilling of a new offsetting well within the time hereinbefore in this item limited, and if such failure shall continue for thirty (30) days after written notice of such default served on Lessee by Lessor, then the right of Lessee to drill into and produce oil and / or gas from said deeper zone from which said well on adjoining land is producing shall, at the election of Lessor, be terminated, and Lessor shall thereupon have the right, either himself or by some other Lessee, to protect the demised land by drilling into and producing from said deeper productive oil zone, provided that in no case shall Lessor or any new Lessee drill any well into said deeper zone nearer than 300 feet to any well then being operated or capable of being operated by the Lessee hereunder, nor shall the Lessor or any new Lessee in any wise produce from any productive oil zone from which the Lessee hereunder is already producing or in any wise interfere with the operations of the Lessee under this lease. If Lessee shall elect to drill any offsetting well required as aforesaid into any newly discovered deeper oil zone than that from which production is being obtained on said demised land, the Lessee shall thereafter proceed with reasonable diligence to protect said deeper oil zone on the demised land against drainage and against loss of gas pressure by drilling or deepening wells into said deeper oil zone, but not exceeding in the aggregate the equivalent of one (1) well to each five (5) acres retained by Lessee under this lease; and in no case shall Lessee be required to begin the drilling of a new well to said deeper zone earlier than ninety (90) days after the completion and testing of the last well drilled by it to said zone, nor shall it be required to drill to said new zone with more than one string of tools.

6. Drilling and / or producing operations may be suspended or curtailed on said property only in the event that they are prevented by elements, accidents, strikes, lockouts, riots, delays in transportation, conservation or curtailment agreements or interferences by municipal, state or federal action, or the action of other governmental officers or bodies, or other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the causes herein specifically mentioned, and when there is no market for the oil, or so long as the established and posted market price offered by the major oil purchasing companies for oil of the quality produced on said premises, in the district in which the premises are located, shall be less than seventy-five cents per barrel at the well. The Lessee is hereby authorized by Lessor to enter into conservation and curtailment agreements with other operators for the purpose of preventing waste or for the conservation of oil and / or gas, when such agreements are required or permitted by state or federal officials or statutes, provided that any such agreed curtailment shall be at no greater prorata percentage per well or location on demised premises than that on offset acreage where offset wells are producing or drilling.

7. The Lessee shall be entitled to use, without payment of royalty, so much of the water, oil and / or gas produced on said property as may be required in the operation of the property. If Lessee uses electrical equipment in the operation of the property after development of oil and / or gas in paying quantities and by reason of such use, markets the free fuel to which Lessee is entitled, the Lessee is hereby authorized to deduct monthly from any royalty payments accruing to Lessor a sum equal to one-sixth part of the monthly power bill incurred in the operation of the property.

8. The Lessee shall pay to the Lessors as royalty on oil, a sum equal to one-sixth of the market price of all oil produced and sold by it from said premises, which market price it is hereby agreed shall be the published offered price by the major oil purchasing companies for oil of like quality and gravity at the well in the district in which the demised premises are located, on date of delivery of the oil from Lessee's storage tanks, and the oil to be marketed at such price. The Lessee shall so notify Lessors and the Lessors

shall thereupon immediately, and in lieu of cash, accept his royalty in kind at the well or tank provided by Lessee. Upon failure of Lessors to so accept their royalty oil, it shall, without further notice to Lessors, be sold, with Lessee's oil, if and when Lessee's oil is sold and the price received therefor by Lessee shall be the price used in settlement under this paragraph. In the event the oil requires treatment or dehydration to render it marketable the Lessee is hereby authorized to deduct from the amount due the Lessors the Lessors' proportion of the cost of the transportation to and from the treating plant, if same is located off the premises and of such treating and dehydrating.

9. All material furnished or work done on said land by the Lessee shall be at the Lessee's sole cost and expense, except as herein otherwise provided, and Lessee agrees to protect said land and the Lessors from all claims of contractors, laborers and materials men, and Lessors may post and keep posted on said land such notices as they desire in order to protect said lands against liens.

10. Lessee at its option may pay and discharge any liens which may now or hereafter attach to the land herein demised and pay and discharge any mortgages, trust deeds, or encumbrances of any kind or nature existing on or against the land herein demised, in which event Lessee shall be subrogated to the rights of the holder or holders thereof, and may, in addition thereto, at its option reimburse itself by applying to the amount owing to it any royalties, rentals, or other sums accruing to the Lessors, under the terms and conditions of this lease.

11. The Lessee shall be under no obligation to store or sell gas or water, nor to manufacture gasoline from natural gas. If any gas or water is sold, the Lessee shall pay to the Lessors one-sixth of the proceeds of sale of such gas or water, after deducting the cost of producing, transporting and selling the same. If casinghead gasoline is manufactured or extracted on the premises, or elsewhere by Lessee, or by others under contract, or lease on a royalty basis, from gas produced from wells on said premises, the Lessee reserves the right and option to add such gasoline to the oil produced on the premises in which case it shall be classed as crude oil and no separate accounting or settlement shall be required of Lessee, if sold as gasoline, then the Lessee shall pay to Lessors one-sixth of such royalty or proceeds received by Lessee from the sale thereof, after deducting the cost to Lessee of extracting, transporting and selling the same. Provided, however, the Lessee reserves the further right and option to pay to Lessors the sum of five cents per thousand cubic feet of gas produced and metered on the premises, when such gas is sold or its processed for the extraction of gasoline, such payment to be in full for Lessor's interest in said gas, and to be in lieu of specific royalties for gas and gasoline in this paragraph hereinbefore mentioned, the exercise of such option or subsequent reversion, to be by notice in writing to Lessors.

12. Lessee shall pay all taxes on its personal property and improvements, and on all oil stored on the leased premises, on the first Monday of March of each year and five-sixths (5/6ths) of the increase of taxes on such portion of the leased premises as remains uncovered by this lease on said day when such increase is caused by the discovery of oil thereon when assessed upon said land as an increased valuation of the mineral rights. The Lessors agree to pay the remaining portion of such increased assessment.

The Lessee is hereby authorized to pay the total amount of taxes assessed on said mineral rights, improvements and stored oil and deduct the Lessor's portion thereof from the amount of any royalties which may accrue to the Lessors.

13. All royalty moneys accruing to the Lessors under Paragraph 7 hereof for deliveries or sales during any calendar month shall be delivered to the Lessors on or before the 20th day of the next succeeding month by paying said amount into the Bank of America National Trust and Savings Association, a national banking association of Norwalk, California, which bank is hereby designated as depository of the Lessors and such payment into said bank for the account of Lessors shall relieve the Lessee from any liability or obligation in the proper distribution thereof among the Lessors. It is understood and agreed that the parties pooling as Lessors herein have heretofore entered into a pooling agreement covering the demised property and other property adjacent thereto and that the Lessee shall not be liable for any division of the royalty under this lease or said pooling agreement. Upon payment being made to said bank of the royalty due hereunder the Lessee shall be released of any and all obligations or duty to make any division or payment of royalty to the Lessors. It is further understood that the Lessors will look to said bank for division of the

24. It is understood and agreed that there are no terms and conditions, covenants or warranties, express or implied other than set forth in this lease, except that Lessor warrant title to said property and that they have the right to lease said described land to the Lessee as provided in this lease, and that no other persons claim any interest to said property or adverse to Lessor which will in any wise affect or injure the operations of the Lessee.

John R. Agee
Winifred H. Agee
George A. Koontz
Bessie Koontz
A. L. Lewis
Louise M. Lewis
Lafayette A. Lewis
Rose H. Lewis
C. A. Journigan
Elizabeth Journigan
E. L. Journigan
Alice M. Journigan
Roy Journigan
Mary Journigan

Hathaway Company, a California Corporation
By Richard V. Hathaway Secy
By J. Elwood Hathaway Pres. & Co.

On this 30th day of November, A.D. 1939 before me, Irma D.Kirby, a Notary Public in and for the said County and State, personally appeared J.Kilwood Hathaway, known to me to be the President and Richard F.Hathaway known to me to be the Secretary of the Hathaway Company, the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named and acknowledged to me that such Corporation executed the same.

Irma D. Kirby Notary Public

State of California, County of Los Angeles ss

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the County of Los Angeles, the day and year in this certificate first above written.

D. K. Gault, Notary Public

#845 Copy of original recorded at request of Lessee Dec 15, 1939 at 10:11 A.M.

56-10-44-X

00000000000000000=

U.S. ICH.S. \$15.00 Cancelled

In consideration of \$10.00 Ten receipt of which is hereby acknowledged, I/We Elizabeth Taylor a married woman do hereby Grant to Wash O. Kinadele, a married man, as his separate property all that real property, in the City of Beverly Hills County of Los Angeles, California, described as: Lot Twenty-Three

age / GP

Lease

Lease

John R. Agee, et ex. et al - Lessors

General Petroleum Corporation, Lessee

17384/75

Recorded March 26, 1940

OIL AND GAS LEASE

THIS LEASE made and entered into this 20th day of November, 1939, by and between WINIFRED H. ADER, GEORGE A. KOONTZ, RESSIE KOONTZ, A.L. LEWIS, LOUISE M. LEWIS, LAYLA A. LEWIS, ROSE H. LEWIS, C.A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD L. JOURNIGAN, ALICE M. JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, JOHN R. AGEE, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "Lessors" and HATHAWAY COMPANY, a California Corporation, hereinafter referred to as "Lessee", WITNESSETH: WHEREAS, the named Lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit:

The South One-half of the Northeast One-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Southwest One-quarter, of Section 6, Township 3 South, Range 11 West, S.B. & M. in the Rancho Santa Gertrudes, Subdivided by the Santa Gertrudes Land Association as per Map recorded in Book 1, Page 502 and Book 23, Page 18, Miscellaneous Records of Los Angeles County;

EXCEPTING therefrom the South 25 feet thereof included in the lines of the Little Lake Road and containing 20 acres of land, more or less, and

WHEREAS, two oil and gas wells were heretofore drilled upon said premises which wells have been abandoned and have remained idle for sometime, and

WHEREAS, the Lessors are desirous of having the Lessee endeavor to restore either one or both of said wells to production or otherwise obtain production of oil and gas from said premises; NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) receipt of which is hereby acknowledged and the terms and conditions hereinafter set forth, the Lessors do hereby lease to the Lessee all oil, gas and other hydrocarbon substances lying in, under, on or through the above described real property, together with the right to take, claim and remove the same from said real property. Said lease shall be made upon the following terms and conditions:

1. This lease shall continue for a period of twenty (20) years from and after the date hereof and so long thereafter as drilling operations on said premises are being conducted, or deferred under provisions herein, and should production of one or more of the products specifically mentioned in the next succeeding paragraph result from said drilling operations, then this lease shall remain in force so long thereafter as one or more of said products are producible from said premises, subject to compliance with the terms and conditions hereof.

2. The Lessee shall have the sole and exclusive right of prospecting demised premises and drilling for, producing, extracting, treating, removing and marketing oil, gas, natural gasoline and other hydrocarbon substances therefrom, and to establish and maintain on said premises such tanks, boilers, houses, engines, and other apparatus and equipment, power lines, pipe lines, roads and other appurtenances which may be necessary or convenient in the production, treatment, storage and/or transportation of any and all of said products from and on said property.

3. The Lessee agrees to start drilling operations upon said real property either by going into an old well or wells now located on said property and attempting to produce oil or gas therefrom or commence drilling operations for a new well as soon as conveniently possible after Lessee completes and places on production a well now being drilled by Lessee known as Jalk No. 112, but not later than 120 days from date hereof, and to continue such operations after commencing the same with due diligence until oil or gas is discovered or produced in paying quantities. If the operations contemplated herein or any well be abandoned for mechanical reasons or for any other reason, this lease shall remain in full force and effect if a new well is started within ninety (90) days from the date of such abandonment.

4. Lessee may at any time, and from time to time; either before or after discovery of oil and/or gas on the demised premises, quitclaim the said mineral rights or premises, or any part thereof, to the Lessors, their successors or assigns.

Upon the quitclaiming of any part of the land to the Lessors, their successors or assigns, all rights and obligations of the parties hereto, one to the other shall cease and determine as to the portions of the premises quitclaimed (except that the Lessee may continue to enjoy such easements on the surrendered premises as may be in use at the time of the surrender). Except as herein provided, full right to said oil,

gas and mineral rights shall revert in the Lessors free and clear of all claims of the Lessee, except that the Lessors, their successors or assigns, shall not drill any well on said surrendered land within 330 feet of any producing oil well or within 660 feet of any gas well on land retained by Lessee.

5. In case any producing oil zone shall be discovered either on the demised land or on any adjoining land and within 500 feet from any outer boundary of said demised land which, on thirty (30) days' production test, shall be shown to be sufficiently productive to demonstrate that such deeper zone will justify the expense of drilling wells into the same and developing and producing therefrom - then Lessee shall protect the outer boundaries of said demised land against drainage by wells drilled into said deeper producing oil zone or zones; and for that purpose, within ninety (90) days after the completion of any well adjoining property into any such deeper oil zone and the thirty (30) days' test of the same demonstrating that the production of oil is sufficient to warrant drilling new wells into said zone, Lessee shall either begin deepening an existing oil well on said demised land within offsetting distance from the well on said adjoining land, or shall begin the drilling of a new well on the demised land offsetting said deeper well on adjoining land, - and in either case shall drill said well to substantially the same depth and formation as the well adjoining land which it is designed to offset.

PROVIDED that in case the Lessee shall fail to begin the deepening of said oil well or the drilling of a new offsetting well within the time hereinbefore in this item limited, and if such failure shall continue for thirty (30) days after written notice of such default served on Lessee by Lessor, then the right of Lessee to drill into and produce oil and/or gas from said deeper zone from which said well on adjoining land is producing shall, at the election of Lessor, be terminated and Lessor shall thereupon have the right, either himself or by some other Lessee, to protect the demised land by drilling into and producing from said deeper productive oil zone - provided that in no case shall Lessor or any new Lessee drill any well into said deeper zone nearer than 300 feet to any well then being operated or capable of being operated by the Lessee hereunder, nor shall the Lessor or any new Lessee in any wise produce from any productive oil zone from which the Lessee hereunder is already producing, or in any wise interfere with the operations of the Lessee under this lease.

If Lessee shall elect to drill any offsetting well required as aforesaid into any newly discovered deeper oil zone than that from which production is being obtained on said demised land, the Lessee shall thereafter proceed with reasonable diligence to protect said deeper oil zone on the demised land against drainage and against loss or gas pressure by drilling or deepening wells into said deeper oil zone - but not exceeding in the aggregate the equivalent of one (1) well to each five (5) acres retained by Lessee under this lease; and in no case shall Lessee be required to begin the drilling of a new well to said deeper zone earlier than ninety (90) days after the completion and testing of the last well drilled by it to said zone, nor shall it be required to drill to said new zone with more than one string of tools.

6. Drilling and/or producing operations may be suspended or curtailed on said property only in the event that they are prevented by the elements, accidents, strikes, lockouts, riots, delays in transportation, conservation or curtailment agreements, or interferences by municipal, state or federal action, or the action of other governmental officers or bodies, or other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the causes herein specifically mentioned, and when there is no market for the oil, or so long as the established and posted market price offered by the major oil purchasing companies for oil of the quality produced on said premises, in the district in which the premises are located, shall be less than seventy-five cents per barrel at the well. The Lessee is hereby authorized by Lessor to enter into conservation and curtailment agreements with other operators for the purpose of preventing waste or for the conservation of oil and/or gas, when such agreements are required or permitted by state or federal officials or statutes; provided that any such agreed curtailment shall be at no greater pro rata percentage per well or location on demised premises than that on offset acreage where offset wells are producing or drilling.

7. The Lessee shall be entitled to use, without payment of royalty, so much of the water, oil and/or gas produced on said property as may be required in the operation of the property. If Lessee uses electrical equipment in the operation

of the property after development of oil and/or gas in paying quantities, and by reason of such use, markets the free fuel to which Lessee is entitled, the Lessee is hereby authorized to deduct monthly from any royalty payments accruing to Lessors a sum equal to one-sixth part of the monthly power bill incurred in the operation of the property.

8. The Lessee shall pay to the Lessors as royalty on oil, a sum equal to one-sixth of the market price of all oil produced and sold by it from said premises, which market price it is hereby agreed shall be the published offered price by the major oil purchasing companies for oil of like quantity and gravity at the well in the district in which the demised premises are located, on date of delivery of the oil from Lessee's gauge tanks. If the oil be unsaleable at such price, the Lessee shall so notify Lessors and the Lessors shall thereupon immediately and in lieu of cash, accept his royalty in kind at the well or tank provided by Lessee.

Upon failure of Lessors to so accept their royalty oil, it shall, without further notice to Lessors, be sold with Lessee's oil, if and when Lessee's oil is sold and the price received therefor by Lessee shall be the price used in settlement under this paragraph. In the event the oil requires treatment or dehydration to render it marketable, the Lessee is hereby authorized to deduct from the amount due the Lessors, the Lessors' proportion of the cost of transportation to and from the treating plant, if same is located off the premises, and of such treating and dehydrating.

9. All material furnished or work done on said land by the Lessee shall be at the Lessee's sole cost and expense, except as herein otherwise provided, and Lessee agrees to protect said land and the Lessors from all claims of contractors, laborers, and material men, and Lessors may post and keep posted on said land such notices as they may desire in order to protect said lands against liens:

10. Lessee at its option may pay and discharge any liens which may now or hereafter attach to the land herein demised, and pay and discharge any mortgage, trust deeds, or encumbrances of any kind or nature existing on or against the land herein demised, in which event Lessee shall be subrogated to the rights of the holder or holders thereof, and may, in addition thereto, at its option, reimburse itself by applying to the amount owing to it any royalties, rentals or other sums accruing to the Lessors under the terms and conditions of this lease.

11. The Lessee shall be under no obligation to store or sell gas or water, nor to manufacture gasoline from natural gas. If any gas or water is sold, the Lessee shall pay to the Lessors one-sixth of the proceeds of sale of such gas or water, after deducting the cost of producing, transporting and selling the same.

If casinghead gasoline is manufactured, or extracted on the premises, or elsewhere by Lessee, or by others under contract, or lease on a royalty basis, from gas produced from wells on said premises, the Lessee reserves the right and option to add such gasoline to the oil produced on the premises, in which case it shall be classed as crude oil and no separate accounting or settlement shall be required of Lessee; if sold as gasoline, then the Lessee shall pay to Lessors one-sixth of such royalty or proceeds received from the sale thereof, after deducting the cost to Lessee of extracting, transporting and selling the same. PROVIDED, HOWEVER, the Lessee reserves the further right and option to pay to Lessors the sum of Five cents per thousand cubic feet of gas produced and metered on the premises, when such gas is sold, or is processed for the extraction of gasoline, such payment to be in full for Lessor's interest in said gas, and to be in lieu of specific royalties for gas and gasoline in this paragraph hereinbefore mentioned, the exercise of such option or subsequent reversion, to be by notice in writing to Lessors.

12. Lessee shall pay all taxes on its personal property and improvements and on all oil stored on the leased premises on the first Monday of March of each year and five-sixths (5/6ths) of the increase of taxes on such portion of the leased premises as remains covered by this lease on said day when such increase is caused by the discovery of oil thereon, when assessed upon said land as an increased valuation of the mineral rights. The Lessors agree to pay the remaining portion of such increased assessment. The Lessee is hereby authorized to pay the total amount of taxes assessed on said mineral rights, improvements and stored oil and deduct the Lessors' portion thereof from the amount of any royalties which may accrue to the Lessors.

13. All royalty moneys accruing to the Lessors under Paragraph 7 hereof for deliveries or sales during any calendar month shall be

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delivered to the Lessor on or before the 20th day of the next succeeding month by paying said amount into the Bank of America National Trust and Savings Association, a National Banking Association of Norwalk, California, which bank is hereby designated as depository of the Lessors and such payment into said bank for the account of Lessors shall relieve the Lessee from any liability or obligation in the proper distribution thereof among the Lessors. It is understood and agreed that the parties joining as Lessors herein have heretofore entered into a pooling agreement covering the demised property and other property adjacent thereto, and that the Lessee shall not be liable for any division of the royalty under this lease or said pooling agreement.

Upon payment being made to said bank of the royalty due hereunder the Lessee shall be released, of any and all obligations or duty to make any division or payment of royalty to the Lessors herein, it being understood that the Lessors will look to said bank for a division of the royalty according to their instructions to said bank.

14. The term "paying quantities" wherever used herein is hereby defined as the output from a well or wells of such quantity of one or more of the products authorized to be produced under this lease as Lessee may, considering depth of well and quality of product and after an production test of thirty (30) consecutive days, deem sufficient to warrant further operations for its removal.

15. Lessee shall carry on all operations in a careful workmanlike manner, and in accordance with the laws of the State of California. Lessee shall keep full records of the operations and production and sales or shipments of products from said property, and such records and the operations on the property shall be at all reasonable times open to the inspection of the Lessor. 16. The Lessee agrees to conduct its operations so as to interfere as little with the use of the land for agricultural, horticultural or grazing purposes as is consistent with the economical operation of the property for oil, and agrees to pay the owner of the surface rights of said land for any damage to growing crops which may be done through its negligence.

17. The Lessee shall have the right at any time during the term of this lease to remove tanks, pipes, pipe lines, structures, casing or other equipment, appurtenances or appliances of any kind whether on or in said property at the present time or brought upon said property hereafter whether or not the same be affixed to the soil.

18. In the event of any breach of any of the terms or conditions of this lease by the Lessee, and the failure to remedy the same within thirty (30) days after written notice from the Lessors so to do, then, at the option of the Lessors, this lease shall forthwith cease and determine, and all rights of the Lessee in and to said mineral rights and land be at an end.

19. Notwithstanding any forfeiture of this lease, the Lessee shall have the right to retain any and all wells being drilled or producing or capable of producing oil in paying quantities at the time of such forfeiture, together with the aforesaid easements and appurtenances of said wells and sufficient land surrounding each well for the operation thereof. The wells so retained shall be subject to all the terms and conditions of this lease.

20. In case any action is brought at law or in equity by third parties claiming title to the land, in hostility to the Lessors, then, during the pendency of said action, until final decision thereof, the Lessee may discontinue operations of said lands, or if it operates wells, may deposit the royalties accruing under this lease in any national bank in the County of Los Angeles to the joint account of the Lessors and Lessee.

21. Any notice from the Lessors to the Lessee must be given by sending the same by registered mail addressed to the Lessee at Norwalk, California, and any notice from the Lessee to the Lessor may be given by sending the same by registered mail, addressed to Bank of America National Trust and Savings Association, at Norwalk, California, who is hereby designated as agent of Lessors. Either party, or the assigns of either party, may at any time by written notice to the other party, change the address to which notices shall be sent and the Lessors may change the designated agent, and after such written notices to either party by the other, by registered mail, all subsequent notices shall be sent to the address therein indicated and to the substituted agent of Lessors.

22. Upon the expiration of this lease, or its sooner termination in whole or in part, the Lessee shall surrender possession of the terminated portion of the premises to the Lessor, and shall deliver to the Lessor a good and sufficient quitclaim deed or release.

23. Lessee shall not sublet or underlet the same or

assign any interest in said lease covering said premises other than the whole thereof without the written consent of Lessor had and obtained.

Lessee shall be permitted to assign this entire lease to any person or corporation actively engaged in the production of oil, which person or corporation has net assets of at least Two Hundred Thousand (\$200,000.00) Dollars over and above liabilities, and that said assignment shall be conditioned distinctly upon said assignee, assuming the terms and provisions and conditions of said lease, and agreeing to comply therewith.

Such assignment shall contain the following paragraph, to-wit:

"The assignee hereby covenants and agrees with assignor and with Lessor under said original lease that it or he will comply with all of the terms, provisions and covenants of said lease by said Lessee thereunder to be performed, and to make any and all payments for royalties, damages or for the other covenants of said lease as in said lease provided."

No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment, or a true copy thereof.

If the estate of Lessors or any part thereof is assigned, the covenants hereof shall extend to their heirs, executors, administrators, successors, or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written notice of transfer or assignment or a true copy thereof.

24. It is understood and agreed that there are no terms and conditions, covenants or warranties, express or implied other than set forth in this lease, except that Lessors warrant title to said property and that they have the right to lease said described land to the Lessee as provided in this lease, and that no other persons claim any interest to said property or adverse to Lessors which will in any wise affect or injure the operations of the Lessee.

This lease is executed by the same Lessors and the same Lessee for the purpose of correcting that certain lease dated November 20th 1939, in which lease was recorded in Book 17110, at Page 252 of Official Records of Los Angeles County, and in which lease last referred to, the property leased was described as the South One-half of the Northeast One-quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 6, Township 3, South Range 11 West, S.B.B. & M. and this present lease is executed in lieu of and instead of that certain last hereinabove referred to and for the purpose of releasing any claim in and to the property erroneously included in said former lease.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

JOHN R. AGEE
WINIFRED H. AGEE
GEORGE A. KOONTZ
BESSIE KOONTZ
A. L. LEWIS
LOUISE M. LEWIS
L. A. LEWIS
ROSE H. LEWIS
C. A. JOURNIGAN
EDWARD L. JOURNIGAN
EDWARD L. JOURNIGAN
ALICE M. JOURNIGAN
ROY JOURNIGAN
MARY JOURNIGAN

Lessors

(Seal)

HATHAWAY COMPANY, a California Corporation
By J. Elwood Hathaway
Richard F. Hathaway,

Lessee

STATE OF CALIFORNIA, County of Los Angeles)SS

On this 8th day of February, A.D. 1940, before me Irma D. Kirby, a Notary Public in and for the said County and State, personally appeared J. Elwood Hathaway, known to me to be the President and Richard F. Hathaway, known to me to be the Secretary of the HATHAWAY COMPANY, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation herein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal) Irma D. Kirby, Notary Public
in and for said County and State. My Commission Expires Feb. 3, 1942.

STATE OF CALIFORNIA, County of Los Angeles)SS.

On this 25th day of January, in the year One Thousand Nine Hundred and Forty, before me Charlotte M. Sullivan, a Notary Public in and for the County of Los Angeles, personally appeared Winifred H. Agee, George A. Koontz, Bessie Koontz, A. L. Lewis, Louise M. Lewis, L. A. Lewis, Rose H. Lewis, C. A. Journigan, Edward L. Journigan, Edward L. Journigan, Alice M. Journigan, Roy Journigan, Mary Journigan.

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Lewis, Louise M. Lewis, Lafayette A. Lewis, Rose H. Lewis, C.A. Journigan, Elizabeth Journigan, Edward L. Journigan, Alice M. Journigan, Roy Journigan, Mary Journigan, John A. Agee; known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal at my office in the County of Los Angeles, the day and year in this certificate first above written.

(Notarial Seal) Charlotte M. Sullivan, Notary Public
in and for the County of Los Angeles, State of California. My Com. Expires 11/15/1941.

#884 Copy of original recorded at request of Lessee Mar. 26, 1940, 10:24 A.M.
Copyist #28 Compared, Mame B. Beatty, County Recorder, By *V. Stappin* Deputy
\$8.10-44. B.

GEORGE COHN
Attorney at Law,
615 Broadway Arcade Bldg.
Los Angeles, California
Attorney for Administratrix.

FILED
Superior Court
1940, Mar. 27, PM 2:08
L. E. LAMPTON, L.A. County Clerk
By F. M. Ullrich, Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,
In and for the County of Los Angeles, No. 155,268

IN THE MATTER OF THE ESTATE
of
B. SUAREZ, Sometimes known
as Benito Suarez,

ORDER AND DECREE OF SETTLEMENT OF THIRD AND
FINAL ACCOUNT OF ELENA FLORES SUAREZ, ADMINISTRATRIX
WITH WILL, ANNEXED DE BONIS NON, AND FINAL DISTRIBUTION

ELENA FLORES SUAREZ, as Administratrix with will annexed de bonis non, of the Estate of B. Suarez, sometimes known as Benito Suarez, Deceased, having on the 29 day of January, 1940, rendered and filed herein a full and final account and report of her administration of said Estate, which said account was for a final settlement, and having with said account filed a petition for the final distribution of the Estate of said deceased, and said account and petition having come on regularly for hearing on March 18th 1940 in the above entitled Court, proof having been made to the satisfaction of the Court, the Court finds that notice of the settlement of said account and the hearing of said petition has been regularly given in accordance with the provisions of Section 1200 of the Probate Code: The Court finds that the said third and final account is in all respects true and correct; that the balance of money and property in the hands of said Administratrix at the time of the filing of said third and final account was \$5,477.08: and that there will be no further expenditures necessary in the closing of said Estate other than attorneys' fees, ordinary and extraordinary, as provided hereinafter. The Court finds that notice to the creditors of said Estate has been duly given; that within thirty days after the completion of the publication of such notice an affidavit showing due publication of the notice was filed with the clerk in the manner and form required by law; that the time for presenting or filing claims against said Estate has expired; that all claims and debts against said decedent and against said estate and all personal property taxes due and payable by said estate and all debts, expenses, and charges of administration (except attorney's fees herein, ordinary and extraordinary, as hereinafter provided) have been fully paid and discharged. That there was an inheritance tax herein on the devise to Virginia Flores, said inheritance tax including penalties being in the sum of \$45.57 and that said sum as indicated by the receipt therefor on file herein has been paid. That there is no income^{tax} due or payable to the State of California by said Estate, and that said Estate is now ready for distribution, and in a condition to be closed.

The Court finds that the balance of the ordinary attorneys' fees to be allowed herein is the sum of \$354.52. The Court in pursuance to written stipulation on file herein finds that D.R. Gustavson is entitled to the sum of \$177.26 thereof, and the balance of \$177.26 the Court finds that George Cohn is entitled as his share of the ordinary attorneys' fees. The Court finds that George Cohn, Attorney, is entitled to the sum of \$400.00 for extraordinary services rendered to this Estate, said extraordinary services being set out in said third and final account aforesaid.

The Court finds that all of the property included in the inventory and appraisal on file herein, both real and personal, was acquired by decedent Benito Suarez, and Elena Flores Suarez, his wife, through their joint efforts subsequent to the marriage of said Elena Flores Suarez and decedent, and same was and is community property of said Benito Suarez, deceased, and said Elena Flores Suarez.

The Court finds that Virginia Flores became deceased on July 26, 1936 and there is now pending in the Superior Court of the above County her Estate being Superior

Ayer/Kathaway
& G Amerd.

Amendment to Oil & Gas Lease

John R. Agee, et ux, et al, Lessors

Hathaway Company, Lessee

18601/2

Recorded June 30, 1941

the foregoing notice; that she has read the same, and knows the contents thereof, and that the facts stated therein are true.

Lillian A. Page.

Subscribed and sworn to before me this 27th day of June, 1941.
(Seal) I.P. Moran, Notary Public
in and for said County and State.

1139 Copy of original recorded at request of Century Federal Sav. & Loan Assn. Jan 30, 1941, 2:30 P.M. Copyist #26 Compared Name B. Beatty, County Recorder
\$1.00-3.M. By *a m Straker* (13) Deputy

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AMENDMENT TO OIL AND GAS LEASE.

THIS AMENDMENT made and entered into this 7th day of May, 1941, by and between JOEN R. AGEE, WINIFRED H. AGEE, GEORGE A. KOONTZ, BESSIE KOONTZ, A.L. LEWIS, LOUISE M. LEWIS, LAFAYETTE A. LEWIS, ROSE H. LEWIS, C.A. JOURNIGAN, ELIZABETH JOURNIGAN, EDWARD L. JOURNIGAN, ALICE M. JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS", and HATHAWAY COMPANY, a California corporation, hereinafter referred to as "LESSEE", Witnesseth: Whereas, the named lessors are the owners of more than two-thirds (2/3rds) of the oil, gas and mineral rights in, under or through that certain real property situated in the County of Los Angeles, State of California, described as follows, to-wit: The South half (1/2) of the North half (1/2) of the Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section Six (6), Township Three (3) South, Range Eleven (11) West, S.B.M. containing ten (10) acres; Subject, however, to the rights of the General Petroleum Corporation as contained in lease dated May 13, 1920 between the above named lessors and said General Petroleum Corporation and Whereas, by agreement dated April 29, 1941, by and between the above named lessors and General Petroleum Corporation, the right of the above named lessors to drill at the present time for oil and gas on the Southerly portion of the real property hereinbefore particularly described has been established and determined, and the portions upon which drilling is permitted is set out as Parcels A and B on the map attached to said agreement with General Petroleum Corporation and Whereas, the limitation of the right to drill within One Hundred Fifty (150) feet of the North line of the property heretofore leased by the above named lessors to the above named lessee, by lease dated the 20th day of November, 1939, has been removed and extinguished by reason of the agreement last hereinbefore referred to between the above named lessors and General Petroleum Corporation; and Whereas, the lessors herein are desirous of leasing unto lessee the real property hereinbefore in this amendment described, upon which drilling for oil, gas and other hydro-carbon substances is by said agreement with General Petroleum Corporation now permitted, and to also lease to lessee all the balance of said real property in this amendment described, when and as the rights of General Petroleum Corporation has been released, abandoned or quitclaimed, upon the same terms and conditions with regard to the development and operation of said property as is contained in said original lease between the parties hereto, dated November 20, 1939; Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, lessors lease to the lessee all that certain real property hereinbefore in this amendment particularly described, subject to the terms of said original lease dated May 13, 1920, between the lessors herein and General Petroleum Corporation, and as modified, fixed and determined by the terms of said agreement between the within named lessors and General Petroleum Corporation dated April 29, 1941 (a copy of which agreement is attached hereto and made a part hereof), and lessors also lease to lessee all of said real property and the right to drill upon any portion thereof when as the rights of General Petroleum Corporation therein have been released, abandoned or quitclaimed, and that this lease shall be considered as a part of and an amendment to that certain lease heretofore executed between the parties hereto dated November 20, 1939, and that all of the terms and conditions of said original lease of November 20, 1939 shall apply to, govern and control the rights, privileges, duties and conditions with respect to the additional property herein leased, except that as to any wells drilled on said property described in this amendment, the rights of the lessee shall be for a period of twenty (20) years from and after the date of this amendment; and as long thereafter as oil and gas is produced. As a further consideration for the execution of this amendment to said original lease, lessee agrees to start drilling operations for an oil and/or gas well upon said real property covered by said original lease, or upon the property covered by this amendment, within thirty (30) days after the execution of this amendment, and diligently carry on, prosecute and continue said drilling operations until said well is completed or abandoned, and within one hundred twenty (120) days after the completion or abandonment of the first well, lessee agrees to continue drilling operations for a further and second oil and/or gas well

L.M.L.
A.L.L.
W.H.L.
G.A.L.
B.R.
C.A.J.
E.L.J.
E.J.J.
A.M.J.
R.J.
W.J.
R.P.H.
J.I.H.

upon the premises covered by either said original lease or this amendment. Lessee shall be permitted to drill any further or additional wells upon the premises covered by said original lease or by this amendment, but nothing herein construed shall compel lessee to drill more than the two wells in this paragraph above referred to. Notwithstanding anything to the contrary hereinbefore expressed, it is agreed that the time for the performance of any drilling obligation by lessee hereunder shall be extended in the event lessee shall be unable to purchase or obtain necessary casing or equipment by reason of any conditions over which lessee has no control, such extension to continue until such time as lessee can obtain such necessary equipment, casing or supplies. All other terms, conditions and provisions of said original lease shall apply to, govern and control the property covered by this amendment, and said original lease dated November 20, 1939, between the parties hereto, is made a part hereof by reference as if fully set forth herein. The portion of said property covered by this amendment on which drilling is now permitted by the terms of this amendment and by the terms of said agreement with General Petroleum Corporation is designated on a map or diagram attached hereto as Parcels A and B, and said map or diagram is made a part hereof by reference. In witness whereof, the parties hereto have caused this amendment to be executed the day and year first hereinabove written.

JOHN R. AGEE (JOHN R. AGEE)	WINIFRED H. AGEE (WINIFRED H. AGEE)
GEORGE A. KOONTZ (GEORGE A. KOONTZ)	BESSIE KOONTZ (BESSIE KOONTZ)
A.L. LEWIS (A.L. LEWIS)	LOUISE M. LEWIS (LOUISE M. LEWIS)
LAFAYETTE A. LEWIS (LAFAYETTE A. LEWIS)	ROSE H. LEWIS (ROSE H. LEWIS)
C.A. JOURNIGAN (C.A. JOURNIGAN)	ELIZABETH JOURNIGAN (ELIZABETH JOURNIGAN)
EDWARD L. JOURNIGAN (EDWARD L. JOURNIGAN)	ALICE M. JOURNIGAN (ALICE M. JOURNIGAN)
ROY JOURNIGAN (ROY JOURNIGAN)	MARY JOURNIGAN (MARY JOURNIGAN)

LESSORS
HATHAWAY COMPANY, a California corporation.
By J.I. Hathaway, Vice President.
Richard F. Hathaway, Secretary.
LESSEE.

(SEAL)

State of California, County of Los Angeles) ss On this 6th day of June, A.D. 1941, before me, Irma D. Kirby, a Notary Public in and for the said County and State, personally appeared J.I. Hathaway, known to me to be the Vice President, and Richard F. Hathaway, known to me to be the Secretary of the HATHAWAY COMPANY the corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Seal) Irma D. Kirby, Notary Public
in and for said County and State. My commission expires February 5, 1942.

State of California, County of Los Angeles) ss On this 7th day of May, 1941, before me, D.K. Gault, a Notary Public in and for the above county and state, personally appeared JOHN R. AGEE and WINIFRED H. AGEE, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A.L. LEWIS and LOUISE M. LEWIS, his wife, LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, C.A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, EDWARD L. JOURNIGAN and ALICE M. JOURNIGAN, his wife, ROY JOURNIGAN and MARY JOURNIGAN, his wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

(Seal) D.K. Gault, Notary Public
in and for the County of Los Angeles, State of California.

AGREEMENT.

Copy

THIS AGREEMENT, made and entered into this 28th day of April, 1941, by and between C.A. JOURNIGAN and ELIZABETH JOURNIGAN, his wife, EDWARD L. JOURNIGAN and ALICE M. JOURNIGAN, his wife, ROY JOURNIGAN and MARY JOURNIGAN, his wife, JOHN R. AGEE and WINIFRED H. AGEE, his wife, GEORGE A. KOONTZ and BESSIE KOONTZ, his wife, A.L. LEWIS and LOUISE M. LEWIS, his wife, LAFAYETTE A. LEWIS and ROSE H. LEWIS, his wife, hereinafter referred to as "Lessors", and GENERAL PETROLEUM CORPORATION OF CALIFORNIA, hereinafter referred to as "Lessee"; Witnesseth: Whereas, there is in existence a certain lease between the parties hereto dated May 13, 1930, recorded in Book 138 at page 118 of Lessee, Records of the County Recorder, Los Angeles, California; and Whereas, certain differences have arisen between the parties hereto with respect to said lease; and Whereas, the parties hereto desire to settle all differences now existing; Now, therefore, in consideration of the premises and of the covenants and agreements hereinafter set forth and for other valuable consideration, the receipt of all of which is hereby acknowledged, it is agreed:

1. Paragraph 4 appearing on page 3 of that certain quitclaim and agreement dated June 30, 1934, between the parties hereto and reading as follows: "Lessors agree not to drill or permit to be drilled any wells within one hundred fifty (150) feet of any lands operated

by Lessee." is hereby waived. 2. Notwithstanding the provision of Paragraph 6 of the said lease dated May 13, 1920 and the waiver contained in Paragraph 1 above, Lessors shall not drill, deepen and/or redrill, cause to be drilled, deepened and/or redrilled, or suffer or permit to be drilled, deepened and/or redrilled, any well or wells (new or old) on that portion of the premises commonly referred to as the "Agge Property", which is a portion of the property described in said lease as follows: The South one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section Six, Township Three South, Range Eleven West, S.B. & M. containing Ten (10) acres, more or less; Situated in the City of Los Angeles, State of California, except that Lessors shall have the right to drill new wells on said Agge Property on the drill sites shown on the map attached hereto, marked Exhibit "A", and made a part hereof, which said drill sites are designated "A" and "B", respectively. Said drill sites "A" and "B", if used by Lessors and others contracting with Lessors, shall be without charge and cost to Lessors and such others. Any well drilled or caused to be drilled on either or both of said drill sites shall be so bottomed as not to extend under any part of the said Agge Property outside of the exterior limits of each of said drill sites shown on said Exhibit "A".

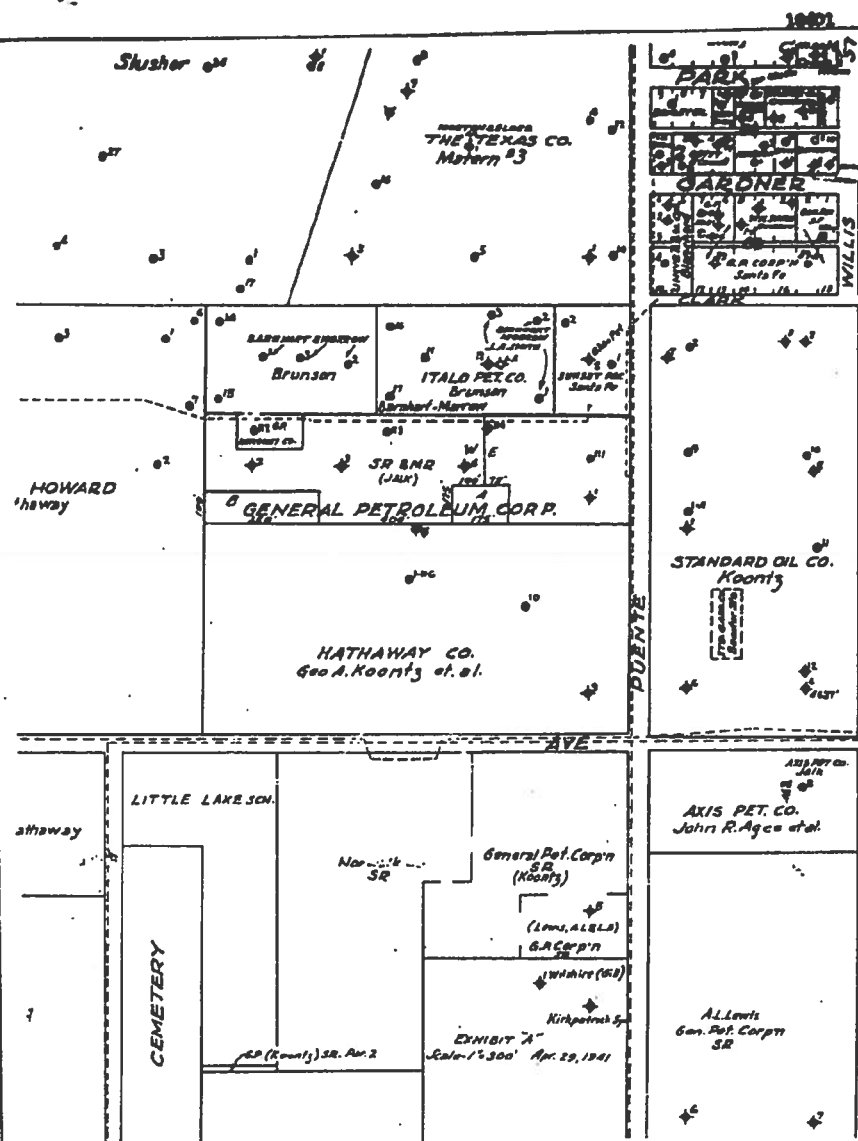
3. Lessors and those contracting with Lessors shall have the right of reasonable ingress and egress and use of roadways to said drill sites "A" and "B" and to well designated "112 O.P. Hathaway Co." shown on said Exhibit "A". 4. The restrictions on the part of Lessors hereinabove set forth with respect to the said Agge Property apply only to the drilling and causing to be drilled of wells for the production of oil, gas, and other hydrocarbon substances from oil zones underlying said property from the surface of the earth to a depth of six thousand (6,000) feet, and do not restrict any operations by Lessors or those contracting with Lessors to any productive zones or horizons lying beneath the depth of six thousand (6,000) feet, except that if Lessors produce oil, gas, and other hydrocarbon substances below a depth of six thousand (6,000) feet, such production shall be so conducted as not to in any manner interfere with the operations of Lessee on the said property, and shall not produce oil, gas, and other hydrocarbon substances from any zones lying at six thousand (6,000) feet and above. As to drill sites "A" and "B", Lessors may produce from any zone or zones and any depth or depths whatsoever without restriction, upon complying with the terms of this agreement as to the bottoming of such wells.

5. In the event of the abandonment by Lessee of well 111, shown on said Exhibit "A", all of the Agge Property lying to the East of the red line shown on said Exhibit "A" shall be freed from the restrictions of this agreement and may be drilled or caused to be drilled by Lessors. In the event of the abandonment of well 113, shown on said Exhibit "A", all of the Agge Property lying to the West of the red line shown on said Exhibit "A" shall be freed from the restrictions of this agreement and may be drilled or caused to be drilled by Lessors.

6. Lessors hereby acknowledge that Lessee has performed each and every obligation, express or implied, under the lease above described, to be performed by it up to the date of this agreement, and Lessors represent that they are the owners in excess of two-thirds of the mineral rights of the land above described and also two-thirds of the mineral rights of all the lands described in said lease above referred to; but that nothing in this agreement shall be construed as waiving any rights of Lessor insofar as it applies to the future operations of said lease by Lessee on the land retained by it. In witness whereof, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

Winifred E. Agge	(Winifred E. Agge)
George A. Koontz	(George A. Koontz)
Bessie Koontz	(Bessie Koontz)
A.L. Lewis	(A.L. Lewis)
Louise M. Lewis	(Louise M. Lewis)
Lafayette A. Lewis	(Lafayette A. Lewis)
Rose E. Lewis	(Rose E. Lewis)
C.A. Journigan	(C.A. Journigan)
Elizabeth Journigan	(Elizabeth Journigan)
Edward L. Journigan	(Edward L. Journigan)
Alice M. Journigan	(Alice M. Journigan)
Roy Journigan	(Roy Journigan)
Mary Journigan	(Mary Journigan)
John H. Agge	(John H. Agge)
	LESSORS
GENERAL PETROLEUM CORPORATION OF CALIFORNIA	
By R.A. Sperry	
By J.M. Jensen, Asst. Sec'y.	115382.

(Seal)



#1216 Copy of original recorded at request of Hathaway Co. Jun. 30, 1941, 3:04 P.M.
 County #28 Compared Name B. Berty, County Recorder by *a. m. Strobel* (13) Deputy
 \$16.50-25.1.

---000---
DEED OF GIFT.

THIS INSTRUMENT, made the 29 day of July, 1941 Between Thomas S. Nelson and Rita D. Nelson (wife) County of Los Angeles, State of California, the parties of the first part, and W.E. Deming and his wife Ruth B. Deming, the parties of the second part, Witnesseth: That the said parties of the first part, for and in consideration of the love and affection which the said parties of the first part have and bear unto said parties of the second part, as also for the better maintenance, support, protection and livelihood of said parties of the second part, do by these presents, give, grant, alien and confirm, unto the said parties of the second part and to heirs and assigns forever, all the certain lot, piece, or parcel of land, situate, lying and being in the Los Angeles County of Los Angeles, State of California, and bounded and particularly described as follows, to-wit: Loomis Tract 14/71 Misc. Lot 8, Blk A This Deed of Gift gives full privilege of life estate in the property herein described, including the control, rents, issues, and profits thereof, is hereby conveyed to the grantees herein named during their lifetime, and it is also agreed and understood that they are to pay taxes, and utilities, upkeep, and keep said property in good condition. Should taxes on property herein described not be paid, title of property will revert to parties of the first part. It is further understood and agreed that at the termination of the lifetimes of the parties of the second part, the above described property reverts to the parties of the first part and their heirs.

Ague / Antkaway

D&G Amend.

Amendment to Oil & Gas Lease

John R. Agee, et ux, et al, Lessors

Hathaway Company, Lessee

27652/255

Recorded July 1, 1948

Lewis 20
CD 27652 p. 255

AMENDMENT TO OIL AND GAS LEASE

THIS AMENDMENT, made and entered into this 5th day of ~~August~~ ^{September}, 1945, by and between JOHN R. AGEE, WINIFRED H. AGEE, GEORGE A. KOONTZ, BESSIE KOONTZ, A. L. LEWIS, a widower, LAFAYETTE A. LEWIS, ROSE H. LEWIS, ELIZABETH JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, BESSIE SUTHERLAND, ARTHUR L. LEWIS, Executor of the Estate of Louise M. Lewis, deceased, LELAND B. LEWIS and LAFAYETTE A. LEWIS, as heirs-at-law of Louise M. Lewis, deceased, L. A. LEWIS, as administrator of the Estate of Edward L. Journigan, deceased, and the following named heirs-at-law of Edward L. Journigan, deceased, to wit: PAULINE JOURNIGAN, widow, LEONARD JOURNIGAN, son, VINCENT JOURNIGAN, son, WAYNE JOURNIGAN, son, VERA JOURNIGAN LAUB, daughter, and LOIS JOURNIGAN COWIE, daughter, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS", and HATHAWAY COMPANY, a California corporation, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

WHEREAS, the above named lessors are the owners of more than two-thirds (2/3) of the oil, gas and mineral rights in, under or upon that certain real property situate in the County of Los Angeles, State of California, described as follows, to wit:

West one-half (W $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 8, Township 3 South, Range 11 East, S. B. E. & M., containing twenty (20) acres, more or less;

NOW, THEREFORE, in consideration of the sum of Two Dollars, receipt whereof is hereby acknowledged, lessors have granted, sold and conveyed, and by these presents do grant, sell and convey unto the lessee all that certain real property hereinafter described,

Page 17775E 00156

amendment particularly described.

This lease shall be considered as a part of and amendment to that certain lease heretofore executed between the parties and their predecessors in interest, dated November 20, 1939, and as a part of and amendment to that certain Amendment to Oil and Gas Lease dated May 7, 1941, between the above named lessors and their predecessors, and lessee herein, and as a part of and amendment to that certain Amendment to Oil and Gas Lease dated February 20, 1945, between the above named lessors and their predecessors, and lessee herein; and that all of the terms and conditions of said original lease of November 20, 1939 shall apply to, govern and control the rights, privileges, duties and conditions with respect to the additional property herein leased, except that as to any wells drilled upon the property described in this amendment, the rights of the lessee shall be for a period of Twenty (20) years from and after the date of this amendment and as long thereafter as oil shall be produced, as specified in said original lease.

As a consideration for the execution of this amendment to said original lease, lessee agrees to start drilling operations for an oil and/or gas well upon the real property covered by this amendment, or any of the other properties heretofore leased to lessee by said original lease between the parties hereto, or any amendment thereof, and that said drilling operations shall be commenced within ninety (90) days after the execution of this amendment, or, in the event that lessee is unable to obtain delivery, after exercising due diligence to obtain the same, of all necessary casing supplies and equipment required to properly drill for oil on said premises, then within sixty (60) days after such necessary casing supplies and equipment required to drill said well, lessee agrees to start drilling operations for an oil or gas well, and to all cases after commencing said drilling to diligently carry out, prosecute and continue said drilling operations until said well is

completed or abandoned. This lease shall remain in effect for a period of ninety (90) days from and after the abandonment of any first well on said premises; and in the event lessee shall start drilling operations for a second well on said premises, after abandonment of the first, then this lease shall continue in full force and effect. Lessee shall be permitted to drill any further or additional wells upon the premises covered by said original lease or by this amendment, or by the amendment of May 7, 1941, or by the amendment of February 26, 1945, but nothing herein shall be construed as compelling lessee to drill more than one well.

Notwithstanding anything to the contrary hereinbefore expressed, it is agreed that the time for the performance of any drilling obligation by lessee hereunder shall be extended in the event lessee shall be unable to purchase or obtain necessary casing or equipment by reason of any conditions over which lessee has no control, such extension to continue until such time as lessee can obtain such necessary equipment, casing or supplies. All other terms, conditions and provisions of said original lease shall apply to, govern and control the property covered by this amendment, and said original lease dated November 20, 1937, between the parties hereto and their predecessors, is made a part hereof by reference as if fully set forth herein.

Lessee agrees to hold lessors harmless from any claims by owners of surface rights of the devised premises for any damages suffered by them by reason of lessee's operations on said premises covered by this amendment.

Lessor represent that Louise M. Lewis, wife of Arthur L. Lewis, died June 12, 1944, and that all interest in and to said devised premises is the community property of Arthur L. Lewis and Louise M. Lewis, deceased, and that Arthur L. Lewis is the sole acting and qualified Executor of the Estate of said Louise M. Lewis. That Arthur L. Lewis, William J. Lewis and Leona E. Lewis are

1 of the heirs at law of said Louise M. Lewis, deceased, and also
 2 all of the devisees and legatees under the last Will and Testament
 3 of Louise M. Lewis, deceased, duly admitted to Probate in the
 4 Superior Court of Los Angeles County, California.

5 Lessors further represent that C. A. Journigan died in
 6 the year 1941, and that by proceedings duly had in the Estate of
 7 C. A. Journigan, deceased, in the Superior Court of the State of
 8 California, in and for the County of Orange, all interest in and to
 9 the land covered by this amendment and by the original lease between
 10 the parties hereto, was distributed to Elizabeth A. Journigan, widow
 11 of C. A. Journigan.

12 Lessors further represent that Alice M. Journigan, wife
 13 of Edward L. Journigan, died, and that the community interest of
 14 said Alice M. Journigan, deceased, passed to Edward L. Journigan,
 15 surviving husband of said Alice M. Journigan, and that thereafter
 16 and on the 10th day of July, 1945, Edward L. Journigan died; that
 17 L. A. Lewis is the duly appointed and acting administrator of the
 18 estate of Edward L. Journigan, deceased, and that Pauline Journigan,
 19 widow, Leonard Journigan, son, Vincent Journigan, son, Wayne
 20 Journigan, son, Vera Journigan Lane, daughter, and Lois Journigan
 21 Cowie, daughter, are all of the heirs at law of said Edward L.
 22 Journigan, deceased.

23 IN WITNESS WHEREOF, the parties hereto have caused this
 24 amendment to be executed this day and year first hereinbefore
 25 written.

26
 27 *[Signature]*
 28 *[Signature]*
 29 *[Signature]*
 30 *[Signature]*
 31 *[Signature]*
 32 *[Signature]*
 (Lessors)

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Arthur D. Lewis
(Arthur D. Lewis, Executor of the Estate of Louise M. Lewis, Deceased.)

Robert H. Lewis
(Robert H. Lewis)

Robert H. Lewis
(Robert H. Lewis)

Elizabeth Journeay
(Elizabeth Journeay)

Ray Journeay
(Ray Journeay)

Mary Journeay
(Mary Journeay)

Bessie Sutherland
(Bessie Sutherland)

Arthur D. Lewis
(Arthur D. Lewis, Executor of the Estate of Louise M. Lewis, Deceased.)

Edward A. Lewis
(Edward A. Lewis)

Charlotte A. Lewis
(Charlotte A. Lewis)

as heirs-at-law of Louise M. Lewis, Deceased.

Arthur D. Lewis
(Arthur D. Lewis, Administrator of the Estate of Edward A. Journeay, Deceased.)

24-27452 ME 200

Pauline Jourigan
(Pauline Jourigan)

Leonard Jourigan
(Leonard Jourigan)

Vincent Jourigan
(Vincent Jourigan)

Wayne Jourigan
(Wayne Jourigan)

Edward L. Jourigan
(Edward L. Jourigan)

Edith Jourigan
(Edith Jourigan)

John Jourigan
(John Jourigan)

As heirs-at-law of Edward L. Jourigan,
Deceased.

LESSORS.

BATHWAY COMPANY

Richard L. Bathway
(Richard L. Bathway)

BY *Richard L. Bathway*
(Richard L. Bathway)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SS:

On this 25th day of October, 1945, before me,

Notary Public in and for the above county and state, personally
appeared JUNE R. AGEE, WINIFRED R. AGEE, GEORGE A. KOONTZ, HENRY
KOONTZ, AL L. LEWIS, a widower, LAFAYETTE A. LEWIS, ROSE E. LEWIS,
ELIZABETH JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, BESSIE
SUTHERLAND, ARTHUR L. LEWIS, as Executor of the Estate of Louise M.
Lewis, deceased, IRVING B. LEWIS and LAFAYETTE A. LEWIS, as heirs
at-law of Louise M. Lewis, deceased, L. M. LEWIS, as administrator
of the Estate of Edward L. Journigan, deceased, and the following
named heirs-at-law of Edward L. Journigan, deceased, to wit:
PAULINE JOURNIGAN, wife, EDWARD JOURNIGAN, son, VINCENT JOURNIGAN,
son, WAYNE JOURNIGAN, son, TERRA JOURNIGAN LAUE, daughter, and LOUISE
JOURNIGAN COWIE, daughter, known to me to be the persons whose
names are subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.


Notary Public in and for the County
of Los Angeles, State of California

27652-262
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ss.

On this 6th day of October, 1945, before me

William Howard, a Notary Public in and for said County,
personally appeared *J. Elwood Hathaway* known to me to be
the *President*, and *Richard F. Hathaway*, known to me to be
the *Secretary* of HATHAWAY COMPANY, the corporation that exe-
cuted the within instrument, and known to me to be the persons
who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, this day and year in this certificate
first above written.

William Howard
Notary Public in and for the County
of Los Angeles, State of California.

My Comm. Ex. Expires July 24, 1946

2 5 PM '45

2657

DOCUMENT NO. 2657
RECORDED AT REQUEST OF

Hathaway Co

Oct 11/1945

Book 27652 Page 25

OFFICIAL RECORDS

County of Los Angeles, California

Filed 8 5 26 P.M.

W. H. BEATTY, County Recorder

W. H. Beatty

5304
529

age/kataway

Q+G Amerid.

Amendment to Oil & Gas Lease

John R. Agee, et ux, et al, Lessors

Hathaway Company, Lessee

28919/229

Recorded Dec 10, 1948

AMENDMENT TO OIL AND GAS LEASE

THIS AMENDMENT, made and entered into this 5th day of ^{September} August, 1945, by and between JOHN E. ASER, WINIFRED E. ASER, GEORGE A. KOONTZ, HESSIE KOONTZ, A. L. LEWIS, a widower, LAFAYETTE A. LEWIS, ROSE E. LEWIS, ELIZABETH JOURNIGAN, ROY JOURNIGAN, MARY JOURNIGAN, HESSIE SUTHERLAND, ARTHUR L. LEWIS, Executor of the Estate of Louise M. Lewis, deceased, LELAND B. LEWIS and LAFAYETTE A. LEWIS, as heirs-at-law of Louise M. Lewis, deceased, L. A. LEWIS, as administrator of the Estate of Edward L. Journigan, deceased, and the following named heirs-at-law of Edward L. Journigan, deceased, to wit: PAULINE JOURNIGAN, widow, LEONARD JOURNIGAN, son, VINCENT JOURNIGAN, son, WAYNE JOURNIGAN, son, VERA JOURNIGAN LAUI, daughter, and LOIS JOURNIGAN COWIE, daughter, and all other persons signing this lease and having an interest in and to the premises leased herein, hereinafter referred to as "LESSORS", and HATHAWAY COMPANY, a California corporation, hereinafter referred to as "LESSEE".

W I T N E S S E T H

WHEREAS, the above named lessors are the owners of more than two-thirds (2/3) of the oil, gas and mineral rights in, under or upon that certain real property situate in the County of Los Angeles, State of California, described as follows, to wit:

West one-half (W $\frac{1}{2}$) of the Southwest one-quarter

(SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of

Section 6, Township 3 South, Range 11 West,

S. B. B. & M., containing twenty (20) acres,

more or less;

NOW, THEREFORE, in consideration of the sum of ten Dollars, receipt whereof is hereby acknowledged, lessors lease to the lessee all that certain real property hereinafter in this

amendment particularly described.

This lease shall be considered as a part of and amendment to that certain lease heretofore executed between the parties and their predecessors in interest, dated November 20, 1939, and as a part of and amendment to that certain Amendment to Oil and Gas Lease dated May 7, 1941, between the above named lessors and their predecessors, and lessee herein, and as a part of and amendment to that certain Amendment to Oil and Gas Lease dated February 26, 1945, between the above named lessors and their predecessors, and lessee herein; and that all of the terms and conditions of said original lease of November 20, 1939 shall apply to, govern and control the rights, privileges, duties and conditions with respect to the additional property herein leased, except that as to any wells drilled upon the property described in this amendment, the rights of the lessee shall be for a period of twenty (20) years from and after the date of this amendment and as long thereafter as oil shall be produced, as specified in said original lease.

As a consideration for the execution of this amendment to said original lease, lessee agrees to start drilling operations for an oil and/or gas well upon the real property covered by this amendment, or any of the other properties heretofore leased to lessee by said original lease between the parties hereto, or any amendment thereof, and that said drilling operations shall be commenced within ninety (90) days after the execution of this amendment; or, in the event that lessee is unable to obtain delivery, after exercising due diligence to obtain the same, of all necessary casing supplies and equipment required to properly drill for oil on said premises, then within sixty (60) days after such necessary casing supplies and equipment required to drill said well, lessee agrees to start drilling operations for an oil or gas well, and in all cases after commencing said drilling to diligently carry on, prosecute and continue said drilling operations until said well is

1 completed or abandoned. This lease shall remain in effect for a
2 period of ninety (90) days from and after the abandonment of any
3 first well on said premises; and in the event lessee shall start
4 drilling operations for a second well on said premises, after
5 abandonment of the first, then this lease shall continue in full
6 force and effect. Lessee shall be permitted to drill any further
7 or additional wells upon the premises covered by said original lease,
8 or by this amendment, or by the amendment of May 7, 1941, or by
9 the amendment of February 28, 1943, but nothing herein shall be
10 construed as compelling lessee to drill more than one well.

11 Notwithstanding anything to the contrary hereinbefore
12 expressed, it is agreed that the time for the performance of any
13 drilling obligation by lessee hereunder shall be extended in the
14 event lessee shall be unable to purchase or obtain necessary casing
15 or equipment by reason of any conditions over which lessee has no
16 control, such extension to continue until such time as lessee can
17 obtain such necessary equipment, casing or supplies. All other
18 terms, conditions and provisions of said original lease shall
19 apply to, govern and control the property covered by this amendment,
20 and said original lease dated November 20, 1936, between the
21 parties hereto and their predecessors, is made a part hereof by
22 reference as if fully set forth herein.

23 Lessee agrees to hold lessors harmless from any claims by
24 owners of surface rights of the demised premises for any damages
25 suffered by them by reason of lessee's operations on said premises
26 covered by this amendment.

27 Lessors represent that Louise M. Lewis, wife of Arthur L.
28 Lewis, died June 12, 1944, and that all interest in and to said
29 demised premises is the community property of Arthur L. Lewis and
30 Louise M. Lewis, deceased, and that Arthur L. Lewis is the duly
31 acting and qualified Executor of the Estate of said Louise M. Lewis;
32 That Arthur L. Lewis, Lafayette A. Lewis and Leland B. Lewis are all

1 of the heirs at law of said Louise M. Lewis, deceased, and also
2 all of the devisees and legatees under the last Will and Testament
3 of Louise M. Lewis, deceased, duly admitted to Probate in the
4 Superior Court of Los Angeles County, California.

5 Lessors further represent that C. A. Journigan died in
6 the year 1941, and that by proceedings duly had in the Estate of
7 C. A. Journigan, deceased, in the Superior Court of the State of
8 California, in and for the County of Orange, all interest in and to
9 the land covered by this amendment and by the original lease between
10 the parties hereto, was distributed to Elizabeth A. Journigan, widow
11 of C. A. Journigan.

12 Lessors further represent that Alice M. Journigan, wife
13 of Edward L. Journigan, died, and that the community interest of
14 said Alice M. Journigan, deceased, passed to Edward L. Journigan,
15 surviving husband of said Alice M. Journigan, and that thereafter
16 and on the 10th day of July, 1945, Edward L. Journigan died; that
17 L. A. Lewis is the duly appointed and acting administrator of the
18 estate of Edward L. Journigan, deceased, and that Pauline Journigan,
19 widow, Leonard Journigan, son, Vincent Journigan, son, Wayne
20 Journigan, son, Vera Journigan, daughter, and Lois Journigan
21 Cowie, daughter, are all of the heirs at law of said Edward L.
22 Journigan, deceased.

23 IN WITNESS WHEREOF, the parties hereto have caused this
24 amendment to be executed this day and year first hereinbefore
25 written.

26 John R. Lewis
(John R. Lewis)
27 Vincent H. Ryce
(Vincent H. Ryce)
28 George P. Kautz
(George P. Kautz)
29 Beane Kautz
(Beane Kautz)
30
31
32

A. J. Lewis
(1871-1872)

John M. Lewis
(1872-1873)

John H. Lewis
(1873-1874)

Elizabeth Morgan
(1874-1875)

Ben Morgan
(1875-1876)

Wm Morgan
(1876-1877)

Charles D. Morgan
(1877-1878)

Arthur P. Lewis
(Arthur P. Lewis, executor of the Estate
of Louise M. Lewis, deceased.)

Edward B. Lewis
(1878-1879)

John M. Lewis
(1879-1880)

As heirs-at-law of Louise M. Lewis, Dec'd.

L. A. Lewis
(L. A. Lewis was administrator of the
Estate of Edward L. Morgan, Dec'd.)

Paul J. Jernigan
(Paul J. Jernigan)

Frank J. Jernigan
(Frank J. Jernigan)

Walter J. Jernigan
(Walter J. Jernigan)

Wendy J. Jernigan
(Wendy J. Jernigan)

John J. Jernigan
(John J. Jernigan)

Robert J. Jernigan
(Robert J. Jernigan)

Charles J. Jernigan
(Charles J. Jernigan)

John J. Jernigan
(John J. Jernigan)

As heirs-at-law of Edward L. Jernigan,
Deceased.

LESSORS.

HATHAWAY COMPANY

Edward Hathaway
(Edward Hathaway)

By *Richard P. Hathaway*
(Richard P. Hathaway)

LESSEE.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss:

On this 25th day of October, 1948, before me, a
Notary Public in and for the above county and state, personally
appeared JOHN R. AGEE, WINIFRED M. AGEE, GEORGE A. KOONTZ, BESSIE
KOONTZ, A. L. LEWIS, a widower, LAFAYETTE A. LEWIS, ROSE H. LEWIS,
ELIZABETH JOURNIGAN, TOY JOURNIGAN, MARY JOURNIGAN, BESSIE
SUTHERLAND, ARTHUR L. LEWIS, as Executor of the Estate of Louise M.
Lewis, deceased, LELAND B. LEWIS and LAFAYETTE A. LEWIS, as heirs-
at-law of Louise M. Lewis, deceased, L. A. LEWIS, as administrator
of the Estate of Edward L. Journigan, deceased, and the following
named heirs-at-law of Edward L. Journigan, deceased, to wit:
PAULINE JOURNIGAN, widow, LEONARD JOURNIGAN, son, VINCENT JOURNIGAN,
son, WAYNE JOURNIGAN, son, VERA JOURNIGAN, daughter, and LOIS
JOURNIGAN, daughter, known to me to be the persons whose
names are subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for the County
of Los Angeles, State of California

58070

Book 28919 Page 236

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 6th day of October, 1943, before me
William S. Leonard, a Notary Public in and for said County,
personally appeared J. Edward Hathaway known to me to be
the President, and Richard J. Hathaway known to me to be
the Secretary of HATHAWAY COMPANY, the corporation that exe-
cuted the within instrument, and known to me to be the persons
who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, the day and year in this certificate
first above written.

William S. Leonard
Notary Public in and for the County
of Los Angeles, State of California.

My Comm. Exp. July 25, 1943

2283

DOCUMENT No.
RECORDED AT REQUEST OF

J. E. Hathaway

DEC 10 1943

Book 28919 Page 229

IN OFFICIAL RECORDS

County of Los Angeles, California

For \$ 0.60 Fee

MADE R. BEATTY, County Recorder

Agree/~~backway~~
Q & A Amend.

Amendment to Oil & Gas Lease

John R. Agee, et ux, et al, Lessors

Hathaway Company, Lessee

53382/298

Recorded Jan 16, 1957

382

AND

STANDARD OIL

This is a deed of conveyance made this
day of , 1956, by and between
KOONTZ, MAXIMILIAN, and MARY T. KOONTZ, A. KOONTZ
and ROSE H. LEACH, his and wife, and MRS. M. RUTH LEACH,
his and wife, and all other persons claiming and hav-
ing any interest in and to the premises hereinafter described, hereinafter
after referred to as "Leaches", and HILMAN, a California
corporation, hereinafter referred to as "Hilman".

WITNESSETH

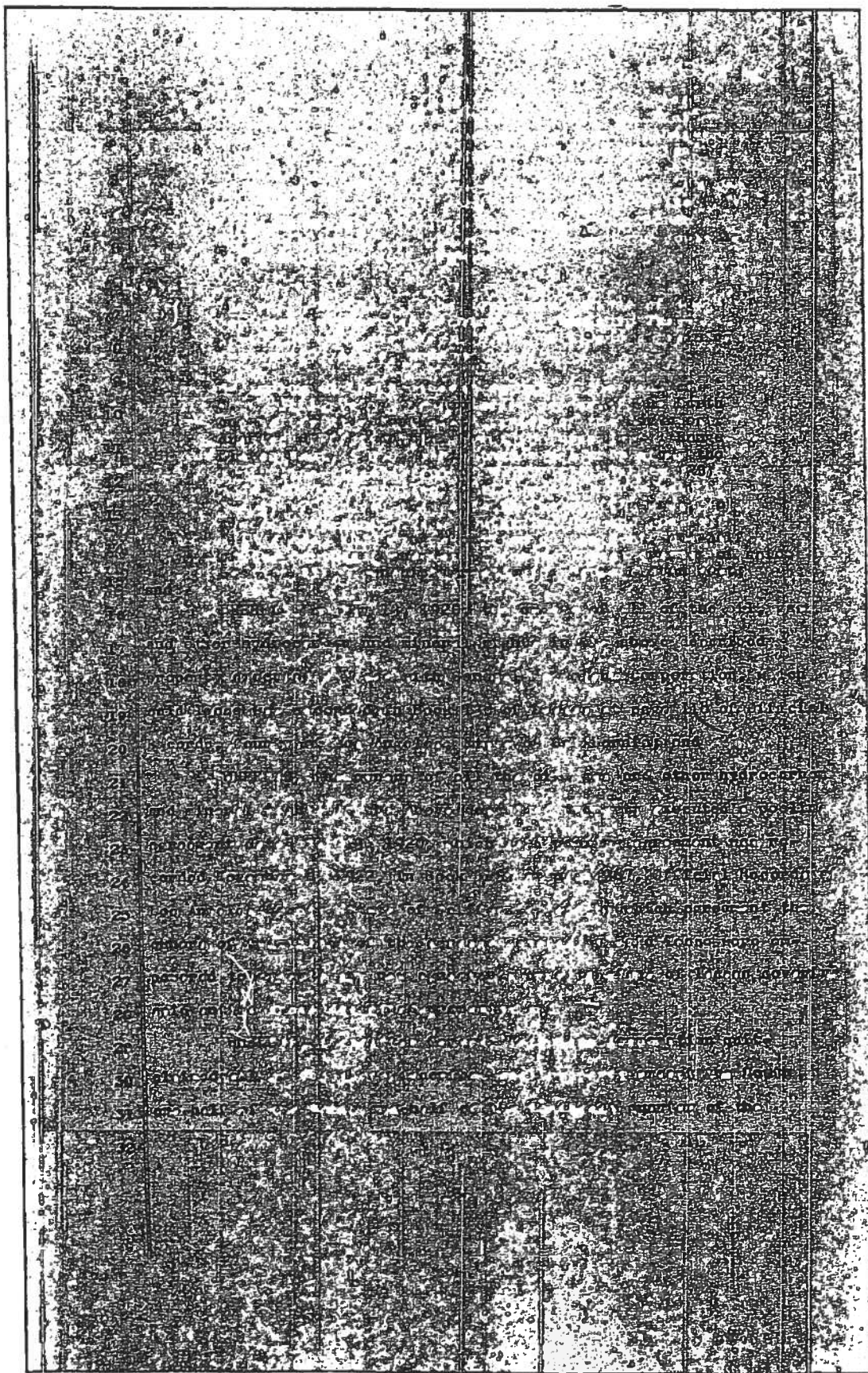
That whereas the above named Leaches are the owners of more
than two-thirds of the oil, gas, and other mineral and mineral
rights in and under the following described property situated in the
County of Los Angeles, State of California:

The South one-half of the North one-half of the
northeast quarter of the Southwest quarter of
Section Six, Township Three South, Range Eleven
West, S.B.S. & M., containing Ten (10) acres
more or less;

The South one-half of the Northeast quarter
Southwest quarter of Section Six, Township Three
South, Range Eleven West, S.B.S. & M., contain-
ing Twenty (20) acres more or less;

The North one-half of the Southeast quarter of the
Southwest quarter, and the North one-half of the
Southwest quarter of the Southeast quarter of the
Southwest quarter, of Section Six, Township Three
South, Range Eleven West, S.B.S. & M., and contain-
ing Twenty (20) acres more or less;

And whereas the above named Hilman is a corporation
described in the following: Beginning at the Northwest
corner of the Southeast quarter of the Southwest
quarter of Section Six, Township Three South,
Range Eleven West; thence along the line of said quarter
the North one-half of said quarter for Twenty
(20) feet to a point; thence South for Three Hundred
Ninety (390) feet to a point; thence West for
Two Hundred Twenty (220) feet to a point; then a
North line for Hundred Ninety (190) feet to a
point of beginning and containing (20) acres
more or less therefrom, the whole of said



1 Southern, ...
2 West, ...
3 ...
4 the 5th ...
5 original ...
6 COMPANY, ...
7 one-half ...
8 Section Six ...
9 particularly ...
10 known as ...
11 and

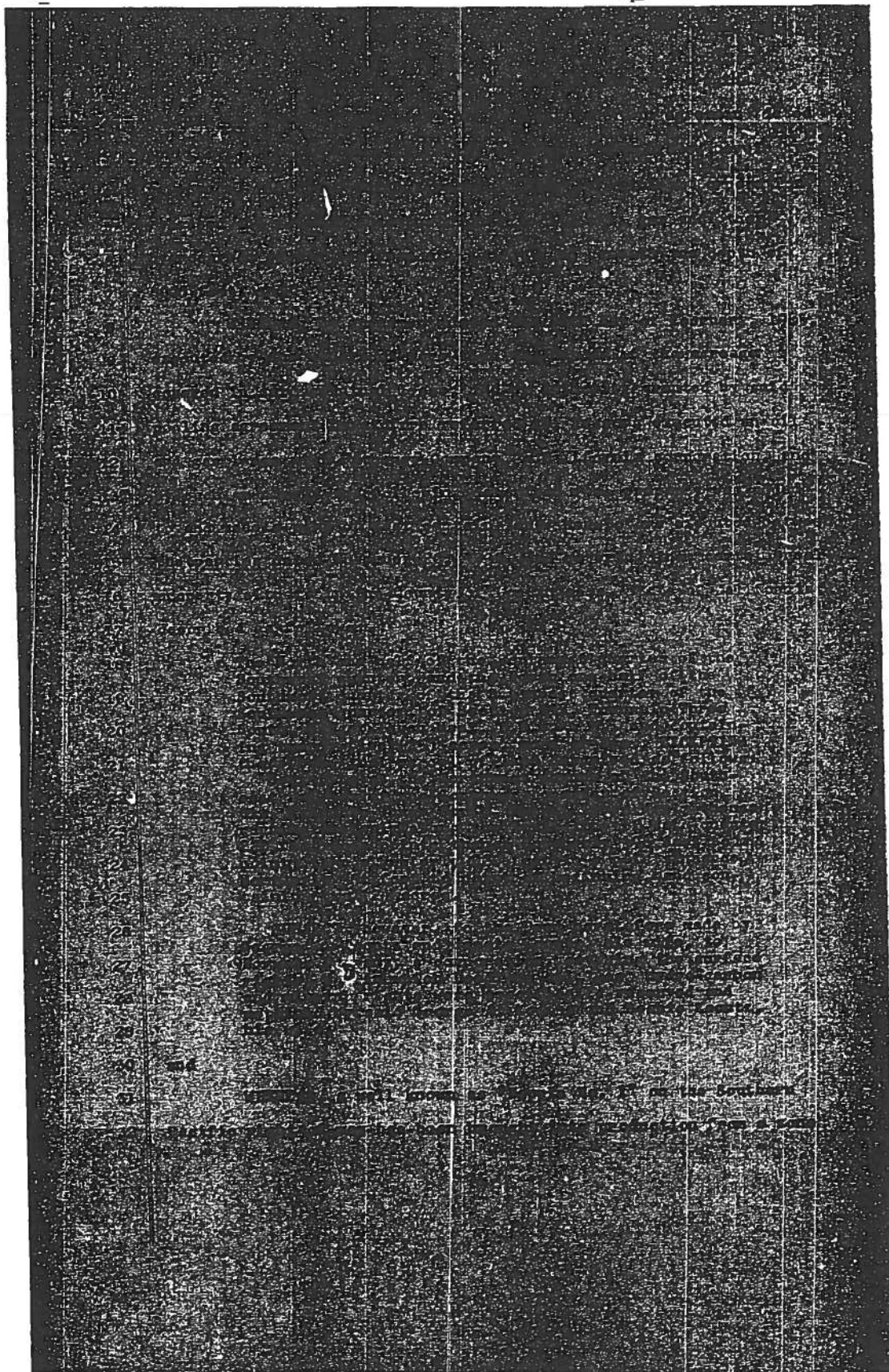
12 WHEREAS, by lease dated the 20th day of November, 1920,
13 lessors of the premises in interest in the above named ...
14 and being the ...
15 Seventy-three (73) acres, covered by said original lease with
16 General Petroleum Corporation, leased to ...
17 following: The South one-half of the Northwest quarter of the
18 Southwest quarter of Section Six, Township Three South, Range Eleven
19 West, S.B.R. & M. and

20 WHEREAS, by amendment dated the 11th day of May, 1941, the
21 owners of more than two-thirds of such ...
22 Seventy-three (73) acres, subject to the terms of such original
23 lease with ...
24 hereof, leased the following described ...
25 Company, to-wit:

26 All that certain real property located in the County
27 of Los Angeles, State of California, described as follows:

28 The South one-half of the North one-half of the North
29 east quarter of the Southwest quarter of Section Six,
30 Township Three South, Range Eleven West, S.B.R. & M.,
31 containing ten (10) acres,

32 subject, however, to the rights of General Petroleum Corporation as
contained in lease dated May 13, 1920, and as set forth in agreement



53382

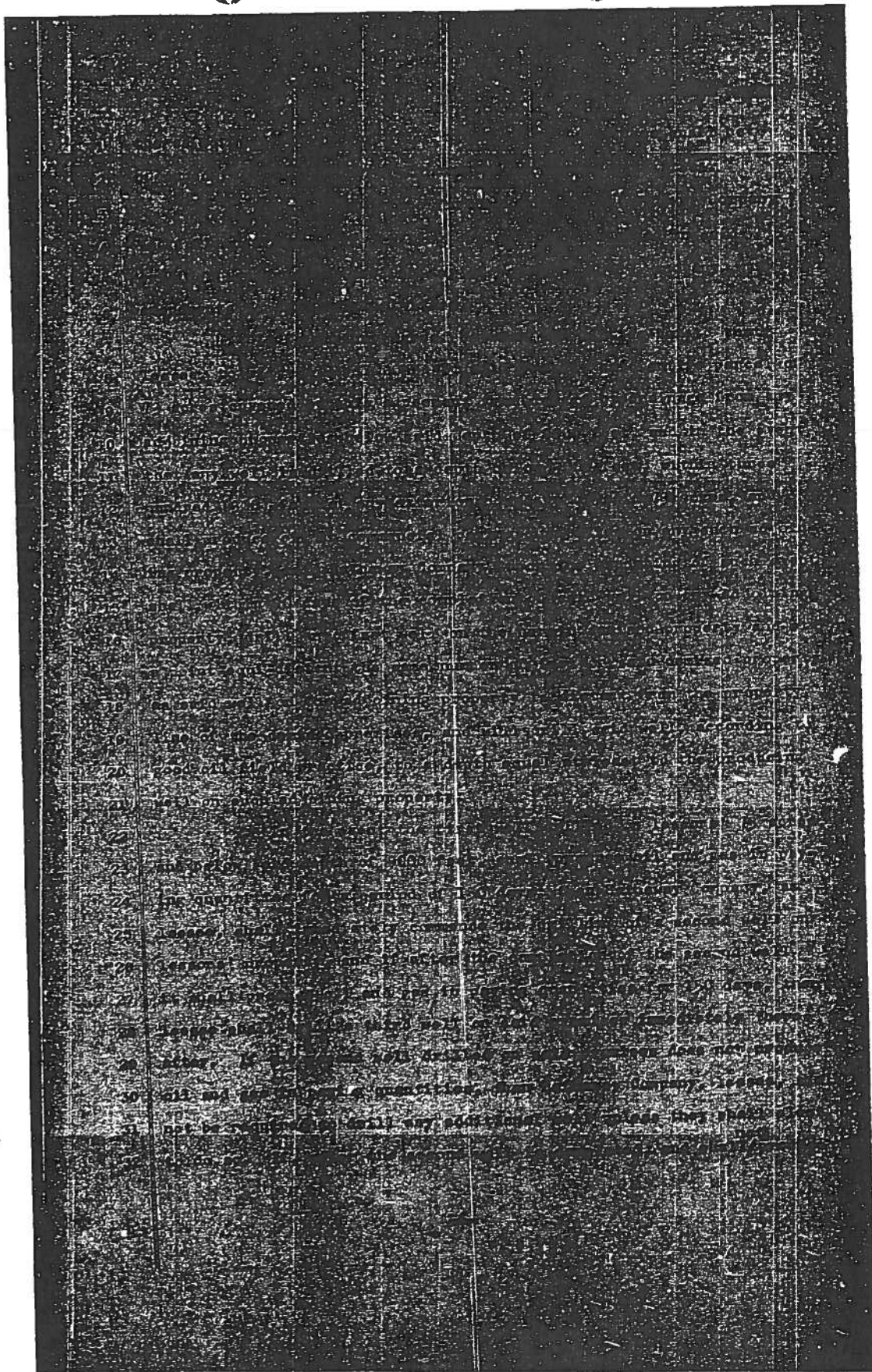
1 lower than the surface of the land.

2 WHEREAS the above herein are desirous of ratifying and confirming all the covenants and agreements contained in the original lease of said
3 Seventy-three (73) acres and Hathaway Company and for the purpose
4 of clarifying the oil, gas and mineral rights of said 73 acres and
5 the rights of Hathaway Company covering the same for or production
6 oil horizons below 9000 feet for the purpose of protecting the land
7 of lessors from damage from any source below 9000 feet;

8 NOW, Therefore, in consideration of the mutual covenants
9 and agreements contained herein, the parties hereto, being the
10 owners of more than two-thirds acreage covered by said original
11 lease and pooling agreement heretofore made and agreed as follows
12 to-wit:

13
14 1. That all acts of lessors, at any time or from time to time
15 ent times of more than two-thirds of said acreage, in executing any
16 of the foregoing agreements or leases with Hathaway Company, be
17 and the same are hereby ratified and confirmed in all particulars,

18 2. That any and all reference to term (20) years after
19 the date of any such agreements or leases be, and the same are,
20 hereby abrogated as to any termination after twenty (20) years,
21 and in lieu thereof all rights of Hathaway Company as to drilling
22 and operating the said real property, and the wells thereof, as to
23 any oil, gas or other hydrocarbon substance shall continue from
24 this date and continue as long as oil, gas or other hydrocarbon
25 substances are produced in commercial or paying quantities from said
26 real property heretofore described and covered in said original
27 lease with General Petroleum Corporation, and this extension of
28 the expiration of any of the lessee's rights shall apply to all oil,
29 gas or other hydrocarbon substances whether produced above or below
30 9000 feet from the surface of said land, and that all rights of
31 Hathaway Company to produce oil, gas or other hydrocarbon substances
32 from said 73 acres shall continue from this date and as long



5338

1 oil and gas in paying quantities, then lessee shall have ninety (90)
2 days within which to elect to drill a third well on said premises,
3 or lessee shall, at the option of lessors, not to drill any
4 further wells to said sands below 9000 feet and in such event
5 lessors, or their agents or employees, shall be permitted to drill
6 any wells on the remainder of said property, and if lessee
7 has not drilled a third deeper sand well, then, except that a
8 well shall be drilled by lessors, or their agents, within a ten
9 acre square around any such well thereinafter drilled by lessee and
10 producing oil and gas in paying quantities, but under no circumstances
11 shall lessors, or their agents, be permitted to produce any oil or
12 gas from oil zones or horizons less than 900 feet from the surface
13 of said property. If lessee shall obtain oil from said second well
14 and shall elect to drill a third well to said deeper sands, then
15 lessee shall continue to drill additional wells to said deeper sands
16 or horizons, allowing 150 days between the completion of one well
17 and the starting of another well, until one well has been drilled
18 for each ten (10) acres of said 73 acres covered by this agreement.

19 6. At all times Hathaway Company, the lessee, shall be per-
20 mitted to notify lessors, in writing, of its intention not to drill
21 any further well to said sands between 9000 feet and 11,000 feet,
22 but nothing herein in this agreement shall be construed as indicat-
23 ing that lessee waives the right to produce oil and gas or other
24 hydrocarbon substances from deeper zones and oil horizons below
25 11,000 feet.

26 7. Nothing herein shall be construed to compel lessee to
27 drill any well to deeper zone or zones below 9000 feet, but if lessee
28 shall fail to drill any well to such deeper sands, then lessors, or
29 their agents, shall be permitted and authorized to cause such well or
30 wells to be drilled to such deeper sands without interference by
31 lessee.

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[illegible]

1 deceased and the rights of said [redacted] by decree of
2 court and by [redacted] of the death of said [redacted] have
3 passed to and [redacted] acquired by [redacted] one of the parties
4 executing this lease.

5 [redacted] and [redacted] [redacted]
6 one of the original lessors, is deceased, and that by decree of
7 distribution in the estate of [redacted] all right, title and
8 State of California, in and for the [redacted] [redacted] and interest
9 has been distributed to [redacted] [redacted] the parties executing
10 this lease.

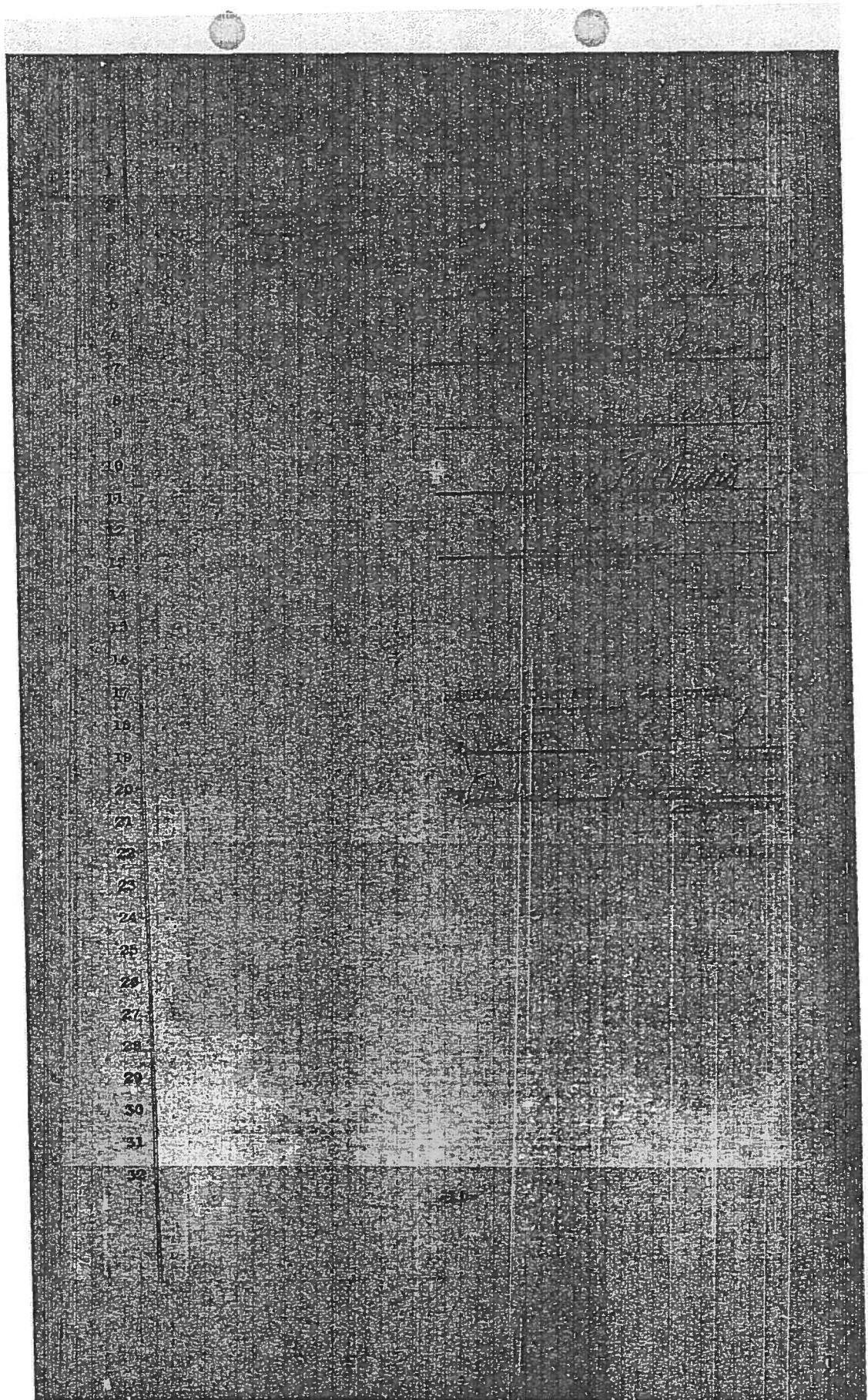
11 13. It is further agreed that [redacted] Lewis and Louise M.
12 Lewis, two of the original lessors, are deceased, and that by decree
13 of distribution in the estate of [redacted] [redacted] [redacted] [redacted]
14 Louise M. Lewis was distributed to [redacted] [redacted] [redacted] [redacted]
15 distribution in the estate of A. L. Lewis, [redacted] [redacted] [redacted]
16 Lewis, all rights of said A. L. Lewis were distributed to [redacted]
17 A. Lewis and Louise B. Lewis, who have executed this agreement and
18 amendment.

19 14. It is further agreed that C. A. Journigan, one of the
20 original lessors, is deceased, and that by decree of distribution in
21 the estate of C. A. Journigan, all right, title and interest of
22 C. A. Journigan was distributed to Elizabeth Journigan, one of the
23 parties executing this agreement.

24 15. It is further understood and agreed that Roy Journigan,
25 one of the original lessors, is deceased, and that by decree of
26 distribution in the estate of Roy Journigan, all right, title and
27 interest of said Roy Journigan was distributed to Mary Journigan,
28 one of the parties executing this agreement.

29 IN WITNESS WHEREOF, the parties hereunto have caused this
30 agreement to be executed the day and year first above written.

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON the 10th day of December, 1957, before me, the undersigned, a Notary Public in and for the County of Los Angeles, State of California, appeared the following persons, to-wit: MARY E. JOHNSON, ALICE A. LEMMON, and EDWARD B. LEWIS and HUBERT L. LEWIS, who are known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

Notary Public in and for the County
of Los Angeles, State of California

STATE OF CALIFORNIA

County of Los Angeles

10th

A.D. 1957, before me,

Charles V. Jones

Notary Public

in and for the County of Los Angeles

State of California

My commission expires on the 10th day of December, 1960.

Subscribed and sworn to before me on the 10th day of December, 1957, at Los Angeles, California.

Notary Public

Charles V. Jones

My commission expires on the 10th day of December, 1960.

Subscribed and sworn to before me on the 10th day of December, 1957, at Los Angeles, California.

Notary Public

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Charles V. Jones

My commission expires on the 10th day of December, 1960.

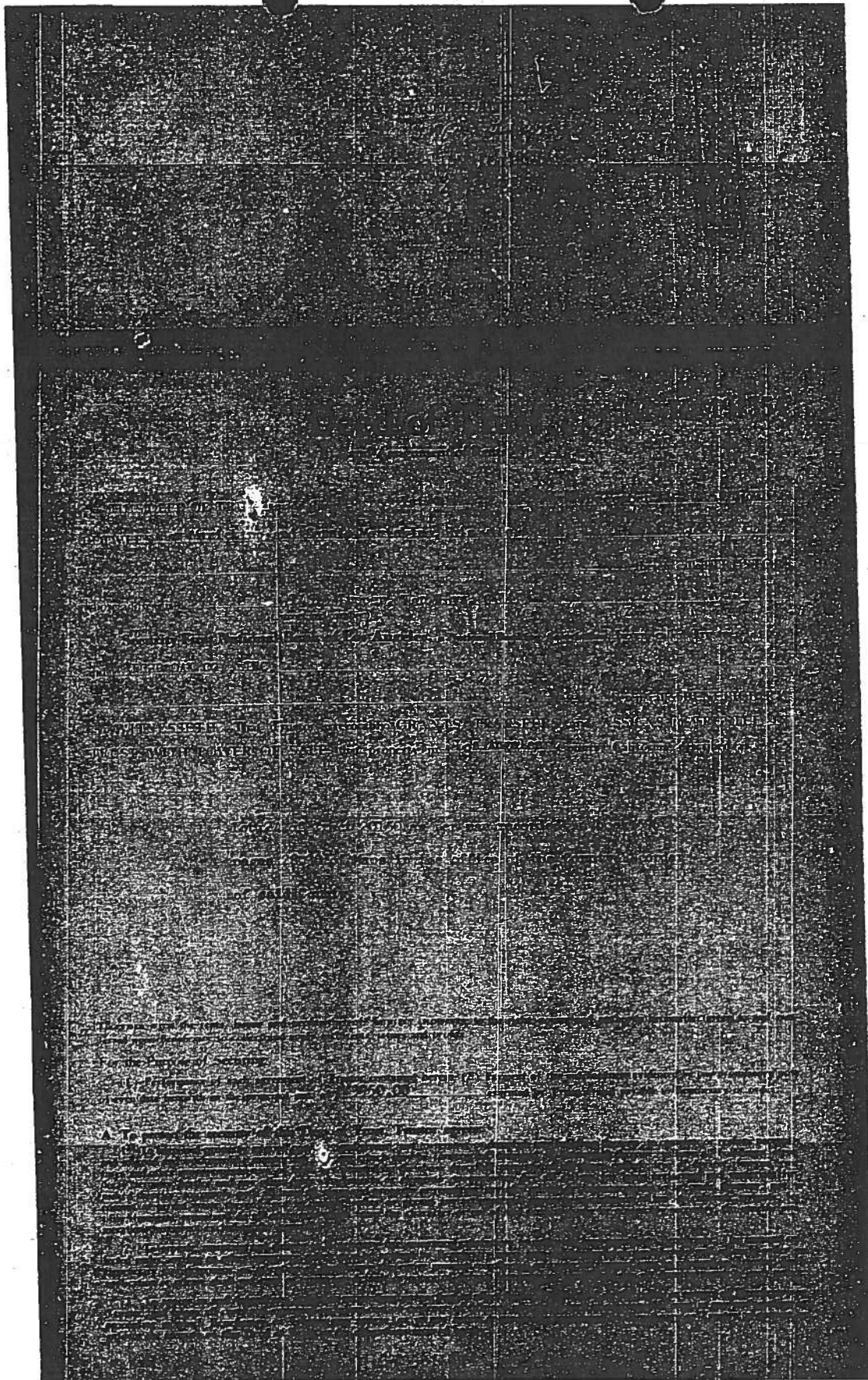
Subscribed and sworn to before me on the 10th day of December, 1957, at Los Angeles, California.

Notary Public

Charles V. Jones

My commission expires on the 10th day of December, 1960.

Subscribed and sworn to before me on the 10th day of December, 1957, at Los Angeles, California.



GP/ROC/MF

Seed

Grant Deed
Mobil Oil Corporation, et al

to

Mobil Foundation Inc.

88-394235

Recorded Mar 23, 1988

RECORDING REQUESTED BY

88 394235

AND WHEN RECORDED MAIL TO

IN CASE RETURN TO
Mobil Oil Corporation
P. O. Box 5414
Denver, CO 80217
Attn: Records Administration
MOBIL FOUNDATION, INC.
150 EAST 42ND STREET
NEW YORK, NEW YORK
10017-5666

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN. 10 AM MAR 23 1988

Corporation Grant Deed OF GIFT

CAT. NO. 9400370
TO 9231 CA 12-83

THIS FORM FURNISHED BY SICC TITLE INSURANCE

FFE 527 L
1 2

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ none - gift

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated asset () City of _____, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Mobil Oil Corporation, a New York Corporation, successor in interest to General Petroleum Corporation of California, and Society Mobil Oil Company, Inc., a New York Corporation a corporation organized under the laws of the State of New York hereby GRANTS to

Mobil Foundation Inc. a New York not-for-profit corporation, in order to support the grantee and to further the purposes for which the grantee was established the following described real property in the

County of San Luis Obispo, State of California

Described in Attachment "A", consisting of 1 Page, attached hereto and forming a part hereof.

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its _____, President and _____, ASST. Secretary

Dated MAR 15 1988 MOBIL OIL CORPORATION, a Corporation

STATE OF NEW YORK } ss. By _____ - M. A. BORG
COUNTY OF NEW YORK }

On MAR 15 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____, President, and

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____, ASST. Secretary of the Corporation that executed the within instrument

and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature _____

NOTARY PUBLIC, State of New York
No. 41-4761185
Qualified in Queens County
Certificate filed in New York County
Term Expires May 31, 1988

(This uses the official Notarized seal)

Title Order No. _____ Encrow or Loan No. _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

All that part of Subdivision No. 162 of the Rancho Guadalupe, County of San Luis Obispo, State of California, as surveyed, subdivided and platted by James T. Stratten in November, 1871, which lies North of a line drawn due East and West from the most Northwestern corner of Subdivision No. 76 of said Rancho to the shore of the Pacific Ocean, and which is more particularly described and delineated as follows, to-wit:

Bounded on the South by said line drawn due East and West as hereinbefore specified; on the West by the shore of the Pacific Ocean and the Westerly boundary of said Rancho; on the North by the Southerly line of Subdivision No. 15 of said Rancho; on the Northeast by the Southwesterly line of Subdivisions 27, 28, 29, 30, 31, 32 and 33 of said Rancho; and on the East by the Westerly line of Subdivisions 73, 74 and 75 of said Rancho.

Together with:

The northerly 100 feet, measured at right angles, of Lot 29 of the Subdivisions of the Rancho Guadalupe, in the County of San Luis Obispo, State of California, as per map filed in Book A, Page 117 of Maps, in the office of the County Recorder of said County.

Excepting therefrom that real property conveyed in that certain Corporation Grant Deed dated January 27, 1966, from Socony Mobil Oil Company Inc., a New York Corporation, to Towne Development Co., a California Corporation, recorded February 10, 1966, in Book 1385, Page 329, of the Official Records.

Further excepting therefrom that real property conveyed in that certain Corporation Quitclaim Deed dated October 21, 1980, from Mobil Oil Corporation, a New York Corporation, to the State of California, recorded April 1, 1981, in Book 2315, Page 653, of the Official Records.

Subject to existing Easements, Rights-of-Way and Licenses of record.

88- 394235

FATCOLA PLANT

818 767 0942

06/18 '99 14:25 NO.706 01/02

RECORDING REQUESTED BY AND FOR

NAME SEYMOUR L. WATTSSTREET 221-12 LEN AVENUECITY SANTA FE SPRINGS, CA 92686

90-141-33

ASSIGNMENT OF OIL AND GAS LEASE

FEE \$7

D

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Seymour L. Watts, husband of Margaret C. Watts, herein called "Assignor", declares that:

Identity of Lease

WHEREAS, that certain Oil and Gas Lease duly recorded in Book 138, at page 118 of the Official Records of Los Angeles County, California was executed on May 13, 1920, by John R. Agee, Arthur L. Lewis and Louisa M. Lewis as Lessors and the General Petroleum Corporation as Lessee covering seventy three acres of land at Santa Fe Springs, California.

Identity of First Assignment

WHEREAS, on or about December 1, 1922, by an instrument duly recorded (date unknown), in Book No. 1459 at Page 367 of Official Records of Los Angeles County, California, Arthur L. Lewis and Louisa M. Lewis, husband and wife, did transfer and assign to J.L. Worthy, S.L. Watts, and B.F. Maxson, an undivided one-seventy third (1/73) interest in and to all oils, gas, or other hydrocarbon substances, royalties or moneys that may be due, owing to and payable to Lessors.

Assignment

NOW THEREFORE, for no consideration and in order to change formal title only, Seymour L. Watts transfers and assigns to Seymour L. Watts and Margaret C. Watts, as co-trustees of The Seymour L. Watts and Margaret C. Watts Revocable Trust, dated 7-3-1990 as sole and separate property of Seymour L. Watts all of assignors right, title and interest in and to said lease.

Acceptance of Assignment

We hereby accept the above and foregoing Assignment for Oil and Gas Lease and agree to perform fully and faithfully the terms of said lease therein described to be performed by the Lessee.

Dated: 7.20.90

DOCUMENTARY TRANSFER TAX

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED

OR COMPUTED ON FULL VALUE LESS DEED AND

(INCURRANCES REMAINING AT DATE OF SALE)

Signature of Grantee or Agent Authorizing Tax, Full Name

Seymour L. Watts, co-trustee

Margaret C. Watts, co-trustee

"This conveyance transfers the grantor's interest into his or her revocable living trust, R & T 11911.

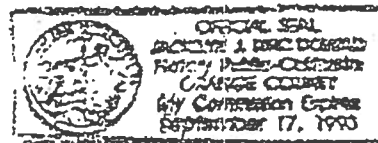
State of California)
County of Orange) ss.

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

4 MIN. 8 A.M. AUG 15 1999
PAST.

On this 20th day of July, 1990, before me,
a notary public, personally appeared Seymour L. Watts and Margaret
C. Watts, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons whose names are subscribed
to this instrument, and acknowledged that they executed it.

Jacklyn J. MacDonald
Notary Public for the State of
California



ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is
attached reads as follows:

Name of Notary JACKLYN J. MACDONALD

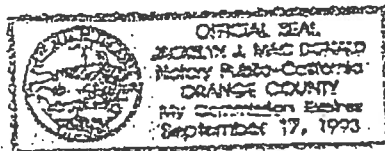
Date Commission Expires 9-17-93

Place of Execution of this Declaration LAGUNA HILLS CA

Date 8-10-90

Jacklyn J. MacDonald

Signature (Firm name if any)



Great American Bank

90-1414433

90-1414400

to Ed
from Mark N. Gallagher

date _____

Attached is the signed
~~and~~ amendment for Toll Fee.

Mark

Mobil Foundation, Inc.

GLOBAL REAL ESTATE
3225 GALLOWES ROAD
FAIRFAX, VIRGINIA 22037-0001

December 6, 1999

JEFF S. CHENEN
ASSISTANT SECRETARY AND
PROPERTY MANAGER

Mr. Greg Chila
The O'Donnell Group, Inc.
3 Civic Plaza, Suite 160
Newport Beach, CA 92660

Third Amendment to Contract of Sale
10607 Norwalk Boulevard
Santa Fe Springs, CA

Dear Mr. Chila,

Enclosed for your records is one original of the referenced Amendment, fully executed by Mobil.

Please do not hesitate to call me if something should arise over the next several weeks during the remainder of your diligence period.

Sincerely,


Maureen Toomey

cc: Jeff Chenen, Mobil Foundation, Inc.
Mark Gallagher, Mobil Oil Corporation
Wayne Jarvis, Mobil Oil Corporation
Tracy Johnson, Pinto & Dubia, LLP
Keith Nolan, Mobil Foundation, Inc.
Mary Venia, Stewart Title of California, Inc.

**THIRD AMENDMENT TO CONTRACT OF SALE AND
ASSUMPTION OF CORRECTIVE ACTION & INDEMNIFICATION
BY PREDECESSORS IN TITLE**

THIS THIRD AMENDMENT AGREEMENT ("Amendment") is made this 30th day of November, 1999 by and among MOBIL FOUNDATION, INC., a New York not-for-profit corporation ("Seller"), THE O'DONNELL GROUP, INC., a California corporation ("Buyer"), and MOBIL OIL CORPORATION ("Mobil Oil").

WITNESSETH:

WHEREAS, the Seller and Buyer entered into a Contract of Sale dated June 17, 1999 as amended on September 8, 1999 ("First Amendment") and on September 28, 1999 ("Second Amendment"), for the conveyance to Buyer of certain property located in Santa Fe Springs, Los Angeles County, California as more particularly described therein ("Property"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Agreement, the First Amendment and the Second Amendment (collectively, the "Purchase and Sale Agreement"); and

WHEREAS, Mobil Oil entered into an Assumption of Corrective Action & Indemnifications by Predecessor In Title dated June 17, 1999 as amended September 8, 1999 (the "Indemnification Agreement"), pursuant to the terms of which Mobil Oil assumed Seller's responsibility and liability for the performance of the Corrective Action and Seller's indemnifications provided for in said Sale Agreement; and

WHEREAS, Mobil Oil is willing to close certain wells and remove certain pipelines belonging to and the responsibility of the Hathaway Company in consideration of the payment to Mobil Oil of Three Hundred Eighty One Thousand Nine Hundred Ninety-Six Dollars (\$381,996.00) by Buyer; and

WHEREAS, the parties have agreed to modify Seller's and Mobil's obligations with respect to liability for Hazardous Materials; and

WHEREAS, the parties have agreed to reduce the Purchase Price and to modify certain provisions of the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer, Seller and Mobil Oil agree as follows:

1. The Purchase Price is reduced from Two Million Two Hundred Thousand Dollars (\$2,200,000.00) to Two Million Dollars (\$2,000,000.00).

2. At Closing Buyer shall separately deliver to Mobil Oil the sum of Three Hundred Eighty One Thousand Nine Hundred Ninety-Six Dollars (\$381,996.00) as payment for the Mobil Work (hereinafter defined).

3. The Inspection Period shall be extended from November 30, 1999 to January 19, 2000, and the Closing shall be extended to January 21, 2000, time being of the essence.

4. Conditioned upon Buyer receiving title to all oil, gas and minerals rights, tanks, wells and associated pipes, pumps and equipment located on the Property, Mobil Oil shall undertake with reasonable diligence, following Closing pursuant to the Sale Agreement, the abandonment of the wells and the removal of tanks and pipelines as more specifically described in Exhibit A attached hereto and made a part hereof ("Mobil Work"). Seller and Mobil Oil each agree that the term Corrective Action as defined in the Purchase and Sale Agreement and the Indemnification Agreement shall include the Mobil Work. The Mobil Work shall be completed the later of ninety (90) days following Closing or forty-five (45) days following the date Hathaway Company disconnects the Jalk tank farm from the active pipelines, except in the event of a Force Majeure the completion date shall be extended for a period equal to the duration of the Force Majeure.

5. Section 5(a) is amended by adding the following phrase to the end thereof:

"but in no event later than the end of the Inspection Period."

6. Section 5(b) is deleted in its entirety and the following language substituted therefor:

(b) Corrective Action and Right to Terminate. As used herein, the term "Corrective Action" shall refer to active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials (which term shall mean any Petroleum, or fraction thereof or additive thereto, Hazardous substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by any federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health) which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above.

In the event Seller or Purchaser determines the new data available at the end of the Inspection Period indicates the presence of subsurface Hazardous Materials that may require Corrective Action, Seller or

Purchaser may, within thirty (30) days of the receipt of the data, if any, from Purchaser's consultant, or if Closing is scheduled sooner than thirty (30) days, up until the day prior to Closing, elect to terminate this Contract upon written notice to the other party. In the event the parties do not terminate the Contract because of new data available at the end of the Inspection Period and instead proceed to Closing, then Seller or Mobil represents that they shall undertake, with reasonable diligence at their sole cost and expense, Corrective Action with respect to Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including by way of example but without limitation the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above. Seller or Mobil, as the case may be, shall perform the Corrective Action described in this paragraph, if and to the extent required and in a manner approved by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee. Seller or Mobil, as the case may be, shall, either before or after Closing, complete the Corrective Action to the satisfaction of such governmental authority or to the regulatory requirements; provided, however, that if such work occurs after Closing, Seller shall coordinate with purchaser's development of, or operations at, the Property so that the Corrective Action does not interfere with, or cause any adverse effect on, purchaser's construction activities or marketing of the Property.

Following the completion of the Mobil Work and thereafter during the period of time Purchaser is performing earth moving activities associated with the initial development of the Property, if Purchaser discovers Hazardous Materials that are subject to Seller's or Mobil's Corrective Action obligation hereunder, Seller or Mobil shall, upon written notice as provided for herein, perform such Corrective Action within thirty (30) days thereof, or if such Corrective Action cannot be performed within such thirty (30) days, then, provided Seller or Mobil are using their best efforts, such additional time as is required to complete such Corrective Action.

The Purchaser shall, at Seller's sole cost and expense, execute any documents required by the regulatory agency which are consistent with the agreed upon restrictions contained in Subparagraph 4(i). Seller reserves the right (including in the purchaser's name if necessary) to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan of Corrective Action proposed by such authority. Seller may, before Closing, but after having commenced any Corrective Action activities,

exercise a second right to terminate this Contract in the event, in its sole opinion, the cost of the Corrective Action will exceed fifty percent (50%) of the purchase price. In the event Seller exercises its second right of termination, in addition to the return of the Deposit, Seller agrees to reimburse all reasonable out-of-pocket expenses incurred by Purchaser up to, but not exceeding, twenty thousand dollars (\$20,000.00), upon receipt from Purchaser of satisfactory supporting documentation.

Upon termination by Seller or Purchaser pursuant to this Section 5, this Contract shall be terminated and all parties shall be released from all liabilities and obligations under the Contract and the Deposits shall be returned, with each party to bear its own costs.

7. therefor: Section 5(c)(iii) deleted in its entirety and the following language substituted

(iii) Seller or Mobil shall deliver to Purchaser copies of all notices from any federal, state or local governmental authority exercising jurisdiction over the Property, and all reports, surveys, studies and tests, with respect to any Corrective Action activities within five (5) days after receipt thereof by Seller or Mobil.

Seller and Mobil agree to the extent possible, and provided the same does not significantly increase the cost, to construct all installations below the finished ground line at the locations approved by Purchaser. To the extent it is not feasible due to costs, below ground obstructions or potential impact on other structures to construct installations below the finished ground line, then Seller or Mobil, as the case may be, agree to locate any equipment at locations at the Property which are acceptable to Purchaser and Seller or Mobil, as the case may be, agree to erect such screens around such equipment as may be reasonably requested by Purchaser in order to ensure that such equipment conforms with the aesthetic aspects of the Property. Seller and Mobil agree that if all work in connection with the Corrective Action is not performed during normal business hours, then such work shall be performed at times and days that are reasonably acceptable to Purchaser.

Purchaser reserves the right, at its expense, to have its consultants observe any of the Corrective Action carried out by Seller or Mobil, as the case may be; provided, however, that in no event shall such observation be deemed an approval by Purchaser or its consultants of any such activities conducted by Seller or Mobil. If requested by Purchaser, Seller or Mobil, as the case may be, agree to provide Purchaser's consultant with "split samples" of any air, soil or groundwater samples collected, at no cost or expense to Purchaser.

Upon completion of the Corrective Action, Seller or Mobil, shall permanently close and remove any equipment installed at or under the Property in a manner customary in the industry and to the reasonable satisfaction of Purchaser. Seller and Mobil agree that they will repair and restore those areas of the Property which were affected by the Corrective Action to the same or better condition (and, if applicable, the same grade and compaction level, paving and landscaping) existing before the commencement of any Corrective Action.

8. Section 5(d)(ii) is deleted in its entirety and the following language substituted therefor:

(ii) In consideration of Purchaser's agreement to proceed to Closing prior to the time that all required Corrective Action required to be performed by Seller under the terms of this Contract have been completed, Seller and Mobil agree to and shall indemnify, defend and hold harmless Purchaser, its successors and assigns, its lenders, its partners, its joint venture partners, and each of their directors, officers, employees and agents, from and against all claims, actions, demands, rights, damages, settlements, response, remedial or inspection costs, including Corrective Action costs, expenses (including reasonable attorneys' fees), losses, fines, penalties and liabilities arising directly or indirectly from (1) any third party claims (excluding claims, by Purchaser, Purchaser's successors in title and subsequent owners and lessees of the Property) related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including by way of example but without limitation the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above, (2) the failure of Seller or Mobil to perform the Corrective Action pursuant to the terms of the Purchase and Sale Agreement, (3) any sickness, disease, death or personal or bodily injury arising out of any Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's

environmental studies performed prior to Closing as provided in paragraph 5(a) above or related to the existence of pipes, pumps, equipment or other fixtures or personal property at or under the Property for which Mobil or Seller has assumed responsibility pursuant to this Purchase and Sale Agreement; (4) any violations of statutes, regulations, ordinances, directives or the requests of any governmental authorities in any way related to Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a), except to the extent caused by the activities of Buyer, or (5) the breach by Seller or Mobil Oil of any of the representations or warranties made in the Purchase and Sale Agreement or in this Amendment. This indemnity shall also run to any bank or lending institution to which Purchaser may grant a security interest in the Property to secure a loan used by Purchaser to pay all or part of the purchase price or any subsequent construction on the Property, or to secure any refinancing of the foregoing.

9. Section 7 of the Purchase and Sale Agreement is amended as follows:

Section (b) is deleted in its entirety and the following language substituted therefor:

There are no actions, suits or proceedings pending against, or to the actual knowledge of Mobil or Seller, threatened or affecting the Property, including, without limitation, proceedings in eminent domain, in law or equity, and Seller is not aware of the existence of any violation of law or governmental regulation with respect to the Property.

Section (g) is deleted in its entirety and the following language substituted therefor:

To the actual knowledge of Mobil and Seller, except as otherwise provided herein, (i) all information supplied to Purchaser by Seller (other than such information prepared for Seller by third parties) with respect to the Property is true, complete and accurate, and (ii) the documents delivered by Seller to Purchaser pursuant to Paragraph 17(f) are true and correct copies of all of the material

information Seller has on the Property, including without limitation, all environmental reports, traffic studies and surveys.

A new subparagraph (k) is added as follows:

(k) To the actual knowledge of Seller and Mobil, Seller and Mobil have given notice to the Purchaser of the condition of the Property as required pursuant to California Health and Safety Code Section 25359.7, provided, however, that Mobil and Seller's obligation under this code are not limited or modified in subparagraph (k). The environmental reports, studies and surveys delivered by Seller or Mobil to Purchaser are set forth on Exhibit B attached hereto.

A new subparagraph (l) is added as follows:

(l) Representations made to the actual knowledge of Seller or Mobil shall mean the actual knowledge of Mark Gallagher, Remediation Specialist of Mobil Business Resources Corporation with respect to 7(k) and Maureen Toomey, Assistant Property Manager of Mobil Foundation with respect to 7(b).

10. Section 17(b) is amended by adding the following phrase to the end thereof:

"but in no event later than the end of the Inspection Period."

11. Exhibit B, "Agreement For Access to Property after Transfer of Title," to the Purchase and Sale Agreement is deleted in its entirety and Exhibit C attached hereto is substituted therefore.

12. Paragraph 2 and Paragraph 3 of the First Amendment is hereby deleted in its entirety.

13. Seller and Mobil Oil agree that they shall be deemed to be the "Generator" of any of the Hazardous Materials and other materials which are generated during the course of the Corrective Action. Accordingly, if it becomes necessary during the performance of Seller's or Mobil's Corrective Action obligations under the Purchase and Sale Agreement to obtain or utilize a federal or state identification number from an environmental agency, including, by way of example, but without limitation, from the Environmental Protection Agency, or to handle, treat, store, transport or dispose of contaminated soil, groundwater or any other material, then Seller or Mobil Oil, as the Generator, shall have the sole and exclusive responsibility and liability with respect to such soils, groundwater or material and Seller or Mobil Oil shall designate themselves as the Generator of such soil, groundwater or material in any agreement or document.

Purchaser shall be deemed to be the "Generator" of any Hazardous Materials which it disposes off-site from the Property during the course of the construction of any improvements thereon. Accordingly, if Purchaser during the course of its development of the Property decides to dispose of contaminated soil, groundwater or any other material and it becomes necessary to obtain or utilize a federal or state identification number from an environmental agency, including, by way of example, but without limitation, from the Environmental Protection Agency, or to handle, treat, store, transport or dispose of contaminated soil, groundwater or any other material, then Purchaser, shall be identified as the "Generator" on any such manifest and shall have the sole and exclusive responsibility and liability with respect to any such Hazardous Materials.

14. The obligations of the parties under the Purchase and Sale Agreement and the Indemnification Agreement shall be deemed to survive Closing.

15. The Sale Agreement and the Indemnification Agreement as modified hereby, shall continue in full force and effect.

16. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS whereof the parties have executed this Agreement as of the day and year first set forth above.

MOBIL FOUNDATION, INC.

By: _____

Maureen Toomey
Assistant Property Manager

MOBIL OIL CORPORATION

By: _____

Name: _____

Title: _____

THE O'DONNELL GROUP, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Mobil Oil agrees to perform the following work associated with closing certain wells and removing certain pipelines and tanks belonging to and the responsibility of the Hathaway Company in consideration of the payment to Mobil Oil of Three Hundred Eighty Two Thousand (\$382,000) Dollars by Buyer. Work shall start after closing and receipt of Three Hundred Eighty Two Thousand (\$382,000) Dollars by Buyer.

Well Abandonment

1. Plug and abandon as required by regulation oil wells JALK-112, JALK-117, JALK-111, and JALK-113. Wells shall be abandoned in such a manner that Buyer can place vent cones and associated vent piping over top of well heads.
2. Obtain permits to close wells. Buyer, as well owner, shall sign permits and cooperate with Mobil in obtaining permits to work.
3. Remove pumping units from each well identified above, including concrete pads, well cellars and soil contaminated above commercial standards and backfill well head areas to grade.
4. Lay down rods and tubing and transport rods, tubing, and pumping units to the Hathaway Company's adjacent yard.

Tank Farm

1. Mobil shall remove the existing tank farm located along the western property boundary which consists of tanks, concrete pads, the pumps and pipes located on the concrete pads and soil containing Hazardous Materials to the extent required by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee.
2. Mobil shall clean tanks and remove tank bottoms from tank farm tanks.
3. Mobil shall obtain required permits, Buyer, as owner, shall cooperate with Mobil in obtaining permits to work.
4. Mobil shall remove pipelines shown on TRC Alton Geoscience map dated September 9, 1999, (Schedule 1), and on the Hathaway Company Jalk Lease Pipelines Map dated June 1996 and stamped "Rec'd on September 28, 1999", and those identified while plugging and abandoning JALK wells JALK-112, JALK-117, JALK-111, and JALK-113. Mobil shall not be responsible for abandoning, cleaning or backfilling any pipelines along the right-of way (along the south and west property boundaries), to be granted to the Hathaway Company.
5. Mobil shall backfill to grade excavations associated with the tank farm and pipeline excavations.
6. Mobil shall remove any underground storage tanks found as part of the tank farm or pipeline removal or subsequently found by Buyer.
7. Mobil shall perform verification soil sampling as required.

EXHIBIT B

ENVIRONMENTAL REPORTS, STUDIES AND SURVEYS

EXHIBIT C

AGREEMENT FOR ACCESS TO PROPERTY AFTER TRANSFER OF TITLE

THIS AGREEMENT is made and entered into this 30th day of November, 2000, by and between MOBIL FOUNDATION, INC., a New York not-for-profit corporation, having its principal office at 3225 Gallows Road, Fairfax, Virginia 22037-0001 ("Seller") and THE O'DONNELL GROUP, INC., a California corporation having its principal office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Purchaser").

RECITALS

(A) Purchaser and Seller entered into a Contract of Sale dated June 17, 1999, as amended ("Contract"), for the purchase and sale of real property (the "Property") comprising 8.84± acres located at 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, as more particularly described in Exhibit A attached hereto;

(B) Purchaser acknowledges that the Property has or may have been impacted by Hazardous Materials (as defined herein) and that Seller is or will be undertaking, with reasonable diligence, Corrective Action (as defined herein) with respect to Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract; and

(C) Purchaser and Seller mutually desire for Seller to continue such Corrective Action after Seller's transfer of title to the Property to Purchaser until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee, advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to that authority's satisfaction; or (ii) such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) tendered by Seller to Purchaser and in consideration of Seller's undertakings to perform Corrective Action, the receipt and sufficiency of which is acknowledged by the parties, Purchaser and Seller agree as follows:

TERMS

1. Purchaser hereby grants Seller and its assignees, consultants or contractors access to the Property to undertake and complete such active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract (collectively referred to herein as "Corrective Action") as Seller deems necessary or appropriate, but subject to the terms and conditions of the Contract. The term Corrective Action shall also be deemed to mean the Mobil Work as that term is defined in the Contract. Seller or its consultants or contractors may install, inspect, maintain, operate, replace and remove such equipment, and conduct such investigation, sampling, drilling, monitoring and other activities, as it deems necessary or appropriate to accomplish the Corrective Action, but subject to the terms and conditions of the Contract. The term Hazardous Materials as used herein shall mean any Petroleum or fraction thereof or additive thereto, Hazardous Substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by and federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health.

2. Purchaser shall grant Seller or its assignees access to the Property until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee ("the Authority"), advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to the Authority's satisfaction; (ii) in the event the Authority fails to so act within a reasonable time, such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action, provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designee; or (iii) until the completion of the Mobil Work as provided in the Contract. Purchaser agrees to execute any and all documents required by the Authority, at Seller's sole cost and expense, to enable Seller to conduct and complete Corrective Action on the Property. Such documents may include deed restrictions, which may not be inconsistent with the restrictions noted in the deed conveying the Property to Purchaser.

3. Seller or its assignees shall undertake and complete Corrective Action on the Property (i) until the Authority advises the parties in writing that the Corrective Action has been completed to the satisfaction of the Authority exercising jurisdiction, or its designee, (ii) in the event the Authority fails to so act within a reasonable time, until such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; or (iii) until the completion of the Mobil Work as provided in the Contract; provided however, that any such determination by

Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees. Subject to the terms of the Contract, Seller reserves the right, in its own or Purchaser's name, if necessary, to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan for Corrective Action proposed by any such Authority and/or any refusal by such Authority to provide Seller or purchaser with approval of any Corrective Action plan or proof of satisfactory completion of Corrective Action by Seller.

4. During the time that Seller or its assignees is performing Corrective Action, if Purchaser is aware of any new Hazardous Materials occurrence on site, Purchaser shall notify Seller promptly and act to minimize the effect of such new contamination if caused by other than Seller, Mobil or its consultants or contractors.

5. In the event that Purchaser or any third party plans any construction on the Property during Seller's Corrective Action activities, including monitoring, Purchaser shall review such plans with Seller in order to accommodate and facilitate the Corrective Action to the maximum extent practicable; provided, however, that Seller shall coordinate with purchaser's development of, or operations at, the Property so that such Corrective Action activities do not interfere with, and cause any adverse effect on, Purchaser's construction, operations or marketing of the Property. Seller shall assume all costs and expenses of the first relocation of, and Purchaser shall assume all costs and expenses of any subsequent relocation of, any equipment installed by Seller on the Property in connection with Corrective Action activities (Remediation Equipment) necessary to accommodate any construction plans of Purchaser. Purchaser shall assume all costs and expenses of repairing or replacing any Remediation Equipment damaged or destroyed by Purchaser.

6. Except as set forth in Paragraph 5(c)(ii) and (d)(ii) of the Contract referenced above, Purchaser hereby releases and discharges Seller and its assignees from any liability for damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill and/or inconvenience related to Seller's, its contractors', employees' or agents', access to and use of the Property for Corrective Action after Closing. This release relates only to access and is not intended and does not alter or change any other obligations, releases or indemnities agreed to in writing by the parties.

7. Seller may assign all or part of this Agreement to its predecessor in title, Mobil Oil Corporation.

8. The provisions contained in this Agreement are covenants running with the land and binding upon the parties hereto, their successors in title, subsequent owners of the Property and their lessees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

SELLER:

IN THE PRESENCE OF:

MOBIL FOUNDATION, INC.

By: _____

Maureen Toomey
Maureen Toomey
Assistant Property Manager

PURCHASER:

ATTEST:

THE O'DONNELL GROUP, INC.

By: _____

D. O'Donnell
Name: DOUG O'DONNELL
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA

:SS

COUNTY OF FAIRFAX

On this 6 day of ^{December}~~July~~, 1999, personally appeared before me, a Notary Public, Maureen Toomey, who, being duly sworn, did say she is the Assistant Property Manager of Mobil Foundation, Inc., and that as such she is duly authorized and did execute the foregoing instrument as the free act and deed of said corporation

Jean A. Owens
Notary Public

My Commission Expires: 10/31/00

STATE OF CALIFORNIA

:SS

COUNTY OF _____

On this _____ day of July, 1999, personally appeared before me, a Notary Public, _____, who, being duly sworn, did say he/she is the _____ of The O'Donnell Group, Inc., and that as such he/she is duly authorized and did execute the foregoing instrument as the free act and deed of said corporation

Notary Public

My Commission Expires: ____/____/____

CONTRACT OF SALE

THIS CONTRACT OF SALE (hereinafter the Contract), made and entered into on the 17 day of June, 1999, by and between MOBIL FOUNDATION, INC., a New York not-for-profit corporation having its principal place of business at 3225 Gallows Road, Fairfax, Virginia 22037-0001 ("Seller"), and THE O'DONNELL GROUP, INC., a California corporation having its principal place of business at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Purchaser"), WITNESSETH:

IN CONSIDERATION of the mutual promises set forth herein, Seller hereby agrees to sell, and Purchaser hereby agrees to purchase, all of the real property hereinafter described on the following terms and conditions:

1. Real Property

The real property which is the subject of this agreement is all of Seller's real property situated at 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, including any improvements thereon and appurtenances thereof, and all right, title and interest of the Seller in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said real property, comprising 8.84 acres, more or less, as more particularly described in Exhibit A attached hereto and made part herein (hereinafter called the "Property").

(a) The Property does not include any oil, gas or mineral interests.

(b) The Property as described above is now subject to certain rights of the Hathaway Company for access to portions of the Property in connection with an oil and gas lease from the owners of the mineral interests, as set forth in instruments of record. This Contract is contingent upon the Purchaser's negotiation of termination of said access rights, as provided in Paragraph 17 hereof.

2. Personal Property

No personal property shall be included in this sale.

3. Purchase Price

The total purchase price (hereinafter "Purchase Price") is Two Million Four Hundred Thousand Dollars (\$2,400,000.00) payable as follows:

(a) Upon full execution of this Contract and deposit of Escrow Instructions with the Escrow Agent (as hereinafter defined), the Purchaser shall deposit with the Escrow Agent

the sum of One Hundred Twenty Thousand Dollars (\$120,000.00, hereinafter called "Initial Deposit"), non-payment of which shall give Seller the option of canceling this Contract. The Initial Deposit shall be fully refundable during the Inspection Period (as defined in Paragraph 17) and through any extensions thereof.

(b) Upon Purchaser's approval of all inspection items, or after the expiration or waiver of the Inspection Period, Purchaser shall deposit with the Escrow Agent an additional deposit of One Hundred Twenty Thousand Dollars (\$120,000.00). Both deposits (cumulatively \$240,000.00) shall be referred to as the "Full Deposit" or "the Deposits," and at such time the Full Deposit shall become nonrefundable, subject only to Seller's default hereunder or a failure of a condition for Purchaser's obligation to close.

(c) The Initial and Full Deposit shall be held by the Escrow Agent in a federally insured interest-bearing account, and the interest accruing thereon shall be deemed to be part of the Deposits and shall be paid or, at the Closing, credited to the party entitled to the Deposits.

(d) At the Closing of Title (as hereinafter defined) Purchaser agrees to pay the balance of the Purchase Price, as adjusted pursuant to this Contract, in immediately available federal funds to the Escrow Agent.

4. Reservations and Restrictions

At the time of the Closing of Title, the Property shall be conveyed by Seller to Purchaser subject to:

(a) The State of facts shown on a survey entitled "Boundary & Partial Topographic Survey, W/S Norwalk Blvd., N/O Florence Ave., Santa Fe Springs, Ca." Scale 1" = 60', prepared by Ronald B. Kendricks, RCE No. 13324, Kendricks & Associates, Inc. and dated June 29, 1988, revised November 16, 1998, and any facts which would be shown on said survey if the same were brought down to date;

(b) Building restrictions and zoning regulations adopted by any public authority;

(c) Rights, if any, of utility companies on the Property;

(d) Special taxes or special assessments (including installments), if any, as provided in Paragraph 6(a);

(e) All covenants, conditions, restrictions, easements, provisions, exceptions and reservations contained in instruments of record; and

(f) The following restrictive covenant, which shall be contained in the Deed conveying the Property:

✓ "As part of the consideration for this conveyance, the Purchaser for itself, its successors and assigns, covenants and agrees that, from the date of delivery of this deed:

(1) The Property shall be used for commercial and light industrial purposes only;

(2) No part of the Property herein conveyed shall at any time be used for residential purposes, day care facilities, food preparation facilities, schools or playgrounds;

(3) Irrigation and drinking water wells shall be prohibited; and

(4) Subsurface structures (including, without limitation, basements and below ground parking, but excluding building foundations and below ground utilities) are prohibited.

This covenant shall survive delivery of the Deed and run with the land herein conveyed."

5. Environmental Matters

(a) Testing. Seller shall make available, no later than fifteen (15) days after the Contract Date, as defined in Paragraph 20, copies of analytical data from the latest environmental report, if any, pertaining to the Property. Purchaser represents and warrants that it shall not rely solely upon test results and/or analytical data provided by Seller. Seller makes no representations or warranties, express or implied, regarding the reports, or the testing data, including without limitation, the condition or fitness of the Property for any particular use or purpose. Should Purchaser choose to conduct its own tests, inspections or subsurface investigation, it may arrange to do so at its expense, during normal business hours, pursuant to Paragraph 17. Copies of the reports or data so obtained by Purchaser shall be made available to Seller within five (5) days of receipt of the report.

(b) Corrective Action and Right to Terminate. As used herein, the term "Corrective Action" shall refer to active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials (which term shall mean any Petroleum, or fraction thereof or additive thereto, Hazardous substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by any federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health) which occurred or commenced occurring prior to Closing; provided however, that said term shall not include any actions to close wells, remove tanks or remediate contamination associated with the

operation or closure of oil and gas wells and tank farms heretofore owned or operated by the Hathaway Company, which shall not be the responsibility of the Seller.

7. In the event Seller or Purchaser ^{based on what?} determines the data available indicates the presence of subsurface Hazardous Materials that may require Corrective Action, Seller or Purchaser may, within thirty (30) days of the receipt of the data, if any, from Seller's or Purchaser's consultant, elect to terminate this Contract upon written notice to the other party. In the event the parties do not terminate and instead proceed to Closing, then Seller represents that it shall undertake, with reasonable diligence, Corrective Action with respect to Hazardous Materials on the Property which occurred or commenced occurring before Closing, and are disclosed in the analytical data delivered by Seller to Purchaser or by Purchaser to Seller as provided in paragraph 5(a) above or, if not disclosed as set forth above, such Hazardous Materials as were caused by Seller's use of the Property, or by the use of its predecessor in title, Mobil Oil Corporation (Mobil), if and to the extent required and in a manner approved by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee. Seller shall, either before or after Closing, complete the Corrective Action to the satisfaction of such governmental authority or to the regulatory requirements; provided, however; that if such work occurs after Closing, Seller shall coordinate with Purchaser's development of the Property so that such work does not interfere with, or cause any adverse effect on, Purchaser's construction activities or marketing of the Property. — what if we satisfy regulators and bankers won't loan money?

24(1)? The Purchaser shall, at Seller's sole cost and expense, execute any documents required by the regulatory agency which are consistent with the agreed upon restrictions contained in Subparagraph 4(i). Seller reserves the right (including in the Purchaser's name if necessary) to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan of Corrective Action proposed by such authority. Seller may, before Closing, but after having commenced any Corrective Action activities, exercise a second right to terminate this Contract in the event, in its sole opinion, the cost of the Corrective Action will exceed fifty percent (50%) of the purchase price. In the event Seller exercises its second right of termination, in addition to the return of the Deposit, Seller agrees to reimburse all reasonable out-of-pocket expenses incurred by Purchaser up to, but not exceeding, twenty thousand dollars (\$20,000.00), upon receipt from Purchaser of satisfactory supporting documentation.

Upon termination by Seller or Purchaser pursuant to this Paragraph, this Contract shall be terminated and all parties shall be released from all liabilities and obligations under the Contract and the Deposits shall be returned, with each party to bear its own costs.

(c) Access.

(i) In the event Seller undertakes or continues Corrective Action after Closing, Purchaser shall provide, at no cost, access to the Property as may be requested by Seller or its predecessor in title, Mobil, or their consultants or contractors to accomplish the Corrective Action, subject to the provisions hereof. Seller or Mobil, or their consultants or contractors, may install, inspect, maintain, replace and operate such equipment and conduct such Corrective Action

as they deem necessary, subject to the provisions hereof. In the event Purchaser or any third party plans any construction on the Property during the Corrective Action activities undertaken by Seller or Mobil, Purchaser shall review such plans with Seller or Mobil in order to accommodate and facilitate Corrective Action to the maximum extent practicable.

(ii) Seller agrees to defend, indemnify and hold harmless Purchaser, its directors, officers, employees, agents, successors and assigns, from and against all liabilities, liens, claims, causes of action, costs, damages or expenses, including reasonable attorneys' fees and court costs, arising from Seller's or its agents' Corrective Action activities on the Property. Seller shall require that its consultants or contractors carry insurance coverage adequate to fulfill Seller's indemnification obligations hereunder.

5 C (iii) Seller shall deliver to Purchaser copies of all notices from any federal, state or local governmental authority exercising jurisdiction over the Property, and all reports, surveys, studies and tests, with respect to any Corrective Action activities within five (5) days after receipt thereof by Seller.

(iv) Except as provided in Paragraph (c)(ii) above and (d)(ii) below, Purchaser, for itself, releases and discharges Seller and Mobil from all damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill and inconvenience related to Seller's, Mobil's, their contractors', employees' or agents', access to and use of the Property for Corrective Action after Closing. The rights and obligations of the parties under this provision shall be evidenced by an Access Agreement substantially in the form of Exhibit B attached hereto. For purposes of the Access Agreement set forth in Exhibit B, Seller hereby designates Mobil as its agent for carrying out such agreement and assigns its rights under this subparagraph to said agent. Seller, Mobil and Purchaser shall, in good faith, cooperate with each other with respect to any post-Closing environmental activities so as to minimize any interference with the conduct of Purchaser's construction business on or marketing of the Property.

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Purchaser agrees, at Seller's sole cost and expense, to execute any and all documents required by the regulatory agency to enable Seller or Mobil to conduct and complete Corrective Action on the Property. Such documents may include deed restrictions, which may not be inconsistent with the restrictions noted in Paragraph 4(i) of this Contract. If any equipment installed by Seller or Mobil on the Property in connection with the Corrective Action (hereinafter "Remediation Equipment") is required to be moved in order to accommodate any construction plans of Purchaser, Seller shall assume all costs and expenses of the first relocation of, and Purchaser shall assume all costs and expenses of any subsequent relocation of the Remediation Equipment. Purchaser shall assume all costs and expenses of repairing or replacing any Remediation Equipment damaged or destroyed by Purchaser.

(d) Releases and Indemnities for Hazardous Materials

(i) In consideration of Seller's agreement to cause Corrective Action to be performed as described in this Contract, Purchaser releases and discharges Seller, Mobil and the

successors, agents, attorneys, employees and assigns of each of them, except as provided in Paragraph (c)(ii) above and (d)(ii) below, from and against any and all liability, damages, costs, expenses, causes of action, claims, lost profits, losses, settlement, fines and penalties (to the extent permitted by law), reasonable attorneys' fees and inconvenience related to the existence or migration of Hazardous Materials on the Property. This provision shall survive Closing as a covenant running with the land and is binding on Purchaser, Purchaser's successors in title and subsequent owners and lessees of the Property.

* 5 P (ii) In consideration of Purchaser's agreement to proceed to Closing prior to the time that all required Corrective Action required to be performed by Seller under the terms of this Contract have been completed, Seller and Mobil agree to and shall indemnify and hold harmless Purchaser, its successors and assigns and its directors, officers, employees and agents, from and against all claims, expenses (including reasonable attorneys' fees), losses, fines, penalties and liabilities arising from (1) any third party claims (excluding claims, by Purchaser, Purchaser's successors in title, subsequent owners of the Property) related to the existence or migration of Hazardous Materials on the Property which occurred or commenced occurring before Closing and are disclosed in the analytical data delivered by Seller to Purchaser or by Purchaser to Seller as provided in paragraph 5(a) above, or if not disclosed as set forth above, such Hazardous Materials as were caused by Seller's or Mobil's use of the Property, and (2) any costs of Corrective Action ordered after Closing by federal, state or local governmental authorities for Hazardous Materials to the extent not performed by Seller in accordance with this Contract, and (3) any Hazardous Materials including the storage, production or sale of any petroleum product fuels on the Property which occurred or commenced occurring before closing, excluding contamination associated with crude oil production under the terms of the Hathaway lease (as defined above) This indemnity shall also run to any bank or lending institution to which Purchaser may grant a security interest in the Property to secure a loan used by Purchaser to pay all or part of the purchase price or any subsequent construction on the property, or to secure any refinancing of the foregoing.

(iii) Purchaser shall indemnify, defend and hold harmless Seller, Mobil, their successors and assigns and the directors, officers, employees and agents of each of them, from and against all claims, expenses (including reasonable attorneys' fees), losses, fines, penalties and liabilities arising from any Hazardous Materials including the storage, production or sale of any petroleum products fuels on the Property caused by Purchaser which occurs after the date of Closing.

(iv) Notwithstanding the foregoing, Seller shall have no liability for, nor responsibility for remediation of, contamination around or associated with well heads and the tank farm owned or operated by the Hathaway Company.

(e) Obligations Relating to Contamination After Closing

(i) If any Hazardous Materials are released on or off site after transfer of title of the Property, and Seller, Mobil, is continuing Corrective Action under the terms of this

Paragraph 5, Purchaser agrees to notify Seller promptly and to act promptly to minimize the effect of such new contamination.

52 (ii) If Purchaser chooses to undertake any improvements any time after Closing, Purchaser shall be solely responsible for costs of all soil and water disposal below industrial standards associated therewith, to the extent the same would not be subject to any Corrective Action involving active remediation by Seller under this Paragraph 5.

(f) Cooperation Relating to Reimbursement from State Funds

Purchaser agrees that Seller may elect from time to time to participate in a state administered reimbursement program. Purchaser shall, as requested by Seller and at no expense to Purchaser, cooperate with Seller in satisfying the requirements of the applicable governmental agency with respect to participation in or compliance with such state administered reimbursement program. Seller shall be entitled to retain all reimbursements received for work performed hereunder by Seller.

(g) Provisions to Survive Closing

All of Subparagraph (b), (c), (d), (e) and (f) of this Paragraph 5 shall survive Closing.

6. Taxes, Assessments and Liens

(a) Taxes, assessments, utility and water charges and rents shall be apportioned as follows as of the date of the Closing:

(i) Real estate taxes shall be apportioned on a per diem basis in the fiscal year assessed, and if Closing occurs before the tax rate is fixed, apportionment shall be computed on the basis of the tax rate for the immediately preceding fiscal year.

(ii) Assessments shall be apportioned on a per diem basis.

(iii) All other utility, water charges and sewer charges of any nature shall be apportioned on a per diem basis.

(b) If at the date of the Closing, any liens or encumbrances exist which the Seller is obligated to pay, the Escrow Agent as of the Closing shall apply any portion of the purchase price to satisfy the liens and encumbrances.

(c) The existence of any taxes or any liens and encumbrances shall not constitute objections to title if Seller complies with the foregoing requirements set out in this Paragraph 6.

7. Representations and Warranties

Except as otherwise provided herein, and subject to Seller's obligations contained in Paragraph 5, the Purchaser acknowledges that it has examined or will examine the Property pursuant to Paragraph 17 and, upon such examination, if satisfied with its physical condition, shall accept the Property "As Is." [Except as otherwise expressly set forth herein, neither the Seller nor any agent or representative of the Seller has made any representation or promise upon which the Purchaser has relied regarding the Property.]

In consideration of Purchaser's entering into this Contract and as an inducement to Purchaser to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Purchaser (the continued truth and accuracy of which shall constitute a condition precedent to Purchaser's obligations hereunder):

(a) This Contract has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Contract by Seller;

(b) There are no actions, suits or proceedings pending against, threatened or affecting the Property, including, without limitation, proceedings in eminent domain, in law or equity, and Seller is not aware of the existence of any violation of law or governmental regulation with respect to the Property;

(c) There are no leases or other agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Property, or any portion thereof, which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Deed, other than existing leases of record to the Hathaway Company.

(d) There are no maintenance, service, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof subsequent to the recordation of the Deed;

(e) Seller has received no notice or communication from any insurance carrier of the Property regarding dangerous, illegal or other conditions requiring corrective action;

(f) Except as disclosed in the Title Commitment (as hereinafter defined), no assessments for public improvements have been made against the Property that remain unpaid, including without limitation, those for construction of sewer and water lines and mains, street lights, streets, sidewalks and curbs;

(g) Except as otherwise provided herein, all information supplied to Purchaser by Seller (other than such information prepared for Seller by third parties) with respect to the Property is true, complete and accurate. The documents delivered by Seller to Purchaser pursuant

to Paragraph 17(f) are true and correct copies of all of the material information Seller has on the Property, including without limitation, all environmental reports, traffic studies and surveys;

(h) Seller has not participated in or approved, nor is Seller aware of, any pending or proposed change in zoning of the Property, subdivision restrictions, access restrictions, development moratoriums, or any other matters which would serve as an impediment to future development of the Property (other than ongoing discussions with the City of Santa Fe Springs regarding potential condemnation related to expansion plans for an abutting parcel of land);

(i) Seller is not a "foreign person" within the meaning of Section 1445 et seq of the Internal Revenue Code of 1954, as amended; and

(j) The Property may have been used for the production, storage or sale of petroleum and related products and production of crude oil which may have spilled, leaked, seeped or entered onto or under the ground or into ground waters. Currently, there are four operating wells on the Property. Seller has made a good faith effort to disclose to Purchaser the current information Seller has knowledge of concerning the contamination, if any, of the Property by petroleum products. This Paragraph provides notice to Purchaser and is subject to the terms of Paragraph 5 above.

Except as expressly herein otherwise provided, the representations and warranties of Seller set forth in this Contract shall be true as of the Closing as if those representations and warranties were made at such time.

8. Title and Survey

(a) Purchaser shall, at Purchaser's expense, obtain from the Title Company a title insurance commitment for the Property (the "Title Commitment") within thirty (30) days after the Contract Date, together with copies of all underlying documents of record referenced therein.

(b) Purchaser shall, at Purchaser's expense, obtain a currently dated survey of the Property ("Survey"), which Survey (i) shall comply with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by the American Land Title Association and the American Congress on Surveying & Mapping and (ii) shall include a surveyor's certificate in the form required by Purchaser.

(c) Within ten (10) business days after the receipt of said title commitment, all underlying documents of record and the Survey, ("10-day notice period"), Purchaser shall notify Seller in writing, if any alleged Defect (hereinafter defined) in the title which may render title unmarketable or adversely affect Purchaser's proposed use or development of the Property. The word "Defect" shall mean any matter which the title insurer is unwilling to insure in the owner's policy to be issued to the Purchaser other than: (i) the standard exceptions set forth in Paragraph 4 above; (ii) the taxes, liens or encumbrances satisfied pursuant to the terms of Paragraph 6 above;

(iii) a matter caused by any act or omission of Purchaser; or (iv) the "Permitted Exceptions" as defined in the next sentence. Any Defect which Purchaser fails to give Seller notice of within the 10-day notice period shall be conclusively presumed to be accepted by Purchaser and shall be referred to as a "Permitted Exception."

(d) If Purchaser notifies Seller of a defect as provided in this Paragraph and Seller fails to satisfy or correct such Defect on or before the Closing, the Purchaser shall have the right as its sole remedy either to:

(i) Rescind this Contract and receive a return of the Deposit, after which this Contract shall be null and void and of no further force or effect and the parties shall have no further liability hereunder; or

(ii) Purchase the Property at the Closing subject to such Defect without reduction of the Purchase Price. In such event, both parties agree that the Seller is not required to bring any action or proceeding or to incur any expense in order to render title marketable. The acceptance of a Deed by the Purchaser shall be deemed to be full performance and discharge of all of Seller's obligations under this Contract, except those, if any, which survive the delivery of the Deed as provided herein.

9. Deed and Closing Expenses

The Deed shall be a grant deed customary under California law and practice warranting only against defects in title caused by Seller's acts, said deed to be in proper form to convey to the Purchaser all of the Property, free of all encumbrances and defects except as set forth in this Contract. It shall be Seller's obligation to pay all documentary stamp taxes and the premiums for standard CLTA title coverage in the amount of the Purchase Price. It shall be the Purchaser's obligation to pay the premiums and fees for any upgrade to an ALTA title insurance policy and all recording fees. The cost of any escrow shall be divided equally between Seller and Purchaser. Each party shall pay its own attorneys or consultants.

10. Purchaser's Conditions of Closing.

In addition to the other terms and conditions of this Contract which give Purchaser the right to terminate this Contract and the Escrow created pursuant hereto, Purchaser's obligations to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (unless any or all of such conditions are waived in writing by the Purchaser):

(a) The Title Company is unconditionally prepared and committed to issue an ALTA Extended coverage Owner's Policy of Title Insurance, together with such endorsements thereto as are reasonably requested by Purchaser, with liability in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser (or its title nominee), and subject only to the Permitted Exceptions;

(b) As of the Closing, Seller shall have performed all of the obligations required to be performed by Seller under this Contract;

(c) All representations and warranties made by Seller to Purchaser in this Contract shall be true and correct as of the Closing; and

(d) No moratorium, change in zoning, subdivisions restriction, access restriction, withdrawal of approvals, or other governmental change outside of the control of Purchaser has occurred or is pending which would prevent or preclude Purchaser's proposed development of the Property as of the Closing, other than the discussions with the City of Santa Fe Springs referred to in Paragraph 7(h) hereof.

Upon the failure of any of the conditions set forth in this Paragraph, Purchaser may elect to terminate this Contract and the Escrow created pursuant hereto, in which event the Deposits shall immediately be returned to Purchaser and thereafter this Contract and the Escrow created pursuant hereto shall be deemed canceled, and neither party shall have any further rights or obligations hereunder.

11. Default

(a) By Purchaser:

IF THE PURCHASER COMMITS A MATERIAL DEFAULT UNDER ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT AND FAILS TO PURCHASE THE PROPERTY, THEN, IN SUCH EVENT, THE ESCROW AGENT MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO DETERMINE SELLER'S ACTUAL DAMAGES IN SUCH CASE, THAT SUCH PORTION OF THE DEPOSIT WHICH HAS BECOME NONREFUNDABLE TO PURCHASER PURSUANT TO PARAGRAPH 3(b) ABOVE ("LIQUIDATED DAMAGES) IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT, AND THAT IN THE EVENT OF A BREACH BY PURCHASER AS DESCRIBED ABOVE, AND PROVIDED SELLER IS NOT ALSO THEN IN MATERIAL DEFAULT HEREUNDER, THE ESCROW AGENT, UPON SELLER'S INSTRUCTIONS, SHALL DISBURSE SUCH PORTION OF THE DEPOSIT TO SELLER AND SHALL CANCEL THE ESCROW CREATED PURSUANT HERETO, IN WHICH EVENT SELLER AND PURCHASER SHALL BE RELIEVED FROM FURTHER LIABILITY HEREUNDER AND THE REMAINING PORTION OF THE DEPOSIT, IF ANY SHALL BE RETURNED TO PURCHASER. RECEIPT OF SUCH LIQUIDATED DAMAGES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY PURCHASER AS DESCRIBED ABOVE AND SELLER HEREBY WAIVES ANY RIGHT IT MAY HAVE AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3387, TO COMPEL SPECIFIC PERFORMANCE OF THIS CONTRACT BY PURCHASER. THE ESCROW AGENT IS

HEREBY RELEASED FROM ANY AND ALL LIABILITY WITH REGARD THERETO. PURCHASER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PARAGRAPH AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials JS Purchaser's Initials DO

(b) By Seller:

If the Seller commits a material default of any of the terms or conditions of this Contract and fails to convey the Property, Purchaser may elect (as its sole and exclusive remedy) either:

(i) To terminate this Contract by giving written notice of termination and the reasons therefor to the Seller, in which event neither party shall have any further obligations hereunder (except for any indemnity or liability of Purchaser pursuant to Paragraph 17(e)), and the Deposit and any additional deposits shall be returned to Purchaser, or

(ii) To bring an equitable action for specific performance of the terms of this Contract for conveyance of the Property to Purchaser pursuant to which Seller shall convey to Purchaser such title to the Property as Seller then holds on the date that Purchaser completed Purchaser's review of title to the Property and subject to the Permitted Exceptions consistent with the terms hereof.

(c) If Seller commits a material default in any of its obligations which survive Closing, Purchaser shall have all of its remedies in law or equity for damages or specific performance.

12. Notices

Any notice provided for in this Contract shall be in writing, and shall be deemed given when delivered by courier (to the individual named below in the case of Seller) or deposited in United States mail, enclosed in a registered or certified postpaid envelope, return receipt requested, or transmitted by licensed courier delivery with receipt requested, addressed to the respective parties as follows:

To Seller: Mobil Foundation, Inc.
3225 Gallows Road - 8A117
Fairfax, VA 22037-0001
Attention: Ms. Maureen Toomey
Assistant Property Manager
Telephone: (703) 846-2244
Facsimile Tel: (703) 846-2164

Copy to: J. Keith Nolan, P.C.
Attorney and Counsellor at Law
346 Main Street
Lakeville, CT 06039-0687
Telephone: (860) 435-2567
Facsimile Tel: (860) 435-2797

To Purchaser: The O'Donnell Group, Inc.
3 Civic Plaza, Suite 160
Newport Beach, CA 92660
Attention: Mr. Douglas D. O'Donnell
President
Telephone: (949) 718-9898
Facsimile: (949) 718-9393

Copy to: Pinto & Dubia, LLP
2 Park Plaza, Suite 300
Irvine, CA 92614-8513
Attention: Kenneth A. Ryder, Esq.
Telephone: (949) 955-1177
Facsimile Tel: (949) 833-2067

or at such other address as either party may designate by ten (10) days prior written notice, given as provided in this paragraph.

13. Assignment

Purchaser shall have the right to assign this Contract, or any interest or right hereunder to another entity or to nominate another party to take title to the Property without the prior written consent of Seller, but any such assignment shall not avoid or limit any of Purchaser's liabilities hereunder.

14. Closing

Seller's delivery of the deed and transfer possession of the Property is herein called the Closing of Title, or the "Closing." Unless otherwise agreed in writing, the Closing of Title shall be held at the office of the Escrow Agent at 10:00 a.m. no later than sixty (60) days following the Contract Date, or on the first business day thereafter. In the event the parties determine that further Corrective Action is required which can be completed within an additional sixty (60) days beyond the original date for the Closing, Purchaser shall have the right to extend the Closing date for a period not to exceed sixty (60) days beyond the original date for the Closing, upon delivery to Seller of written notice of such extension not later than five (5) days

prior to the original date for the Closing. Time shall be of the essence with respect to all dates stated in this Paragraph.

15. Broker

The parties hereby represent and warrant to each other that:

(a) Cushman & Wakefield of California, Inc. ("said Broker") is the sole broker who brought about this transaction, or any other broker involved dealt through said Broker. Seller agrees to pay the fees or commissions according to its separate agreement with said Broker.

(b) They have not dealt with any real estate broker, agent or finder in connection with the transaction contemplated by this Contract except as set forth above in the preceding subparagraph. Subject to the foregoing, each party shall defend, indemnify, and hold the other harmless from and against any and all claims, demands, causes of action, costs, expenses or other liabilities (including attorneys' fees and court costs whether suit is instituted or not) incurred by such party and arising from or pertaining to any brokerage commissions, fees, costs or other expenses that may be due to or claimed by any other broker, agent or finder with whom the indemnifying party has dealt. This paragraph shall survive Closing.

16. Entire Agreement

All prior understandings and agreements between the parties pertaining to the Property and subject matter of this Contract are merged in this Contract, and neither party has relied upon any statement or representation, written or oral, not embodied in this Contract. This Contract may be modified, amended or altered only by agreement in writing signed by all the parties. All obligations of this Contract apply to and bind the successors and permitted assigns of the respective parties.

17. Inspection Period

(a) Purchaser shall have a period of fifty-five days (55) days from the Contract Date (the "Inspection Period") within which to enter upon the Property at any time, and from time to time, during normal business hours, to make investigations of the Property, at Purchaser's sole cost and expense, to determine the nature and extent of any contamination located on the Property and to make such surveys, including land surveys, examinations and tests, including soil tests, water tests, percolation tests and borings, as Purchaser may determine to be necessary or desirable and to otherwise investigate the suitability of the Property for Purchaser's intended use. Further, during the Inspection Period, Purchaser may seek to satisfy itself that all governmental, regulatory and zoning agencies and authorities having jurisdiction over the Property have approved or will approve Purchaser's intended construction on, development and/or operation of the Property.

(b) Purchaser shall deliver to Seller copies of all reports, surveys, studies and tests within five days after receipt thereof by Purchaser.

(c) Purchaser shall not conduct any subsurface investigation or tests without Seller's prior approval as to the location and extent of said investigation or tests. Seller shall be entitled to have representatives observe the activities of Purchaser and or its consultants and contractors, and shall receive five (5) days prior written notice of such activities. Notwithstanding the foregoing, if Purchaser's Phase I environmental assessment recommends additional Phase II subsurface investigations or tests, Purchaser shall be permitted to conduct such investigations or tests as recommended within the time permitted by Subparagraph 17 (a).

(d) Purchaser agrees to defend, indemnify and hold harmless Seller, its directors, officers, employees, agents, successors and assigns, from and against all liabilities, liens, claims, causes of action, costs, damages or expenses, including reasonable attorneys' fees and court costs, arising from Purchaser's or its agents' activities on the Property during the Inspection Period. Further, Purchaser shall require that its consultants or contractors carry insurance coverage adequate to fulfill Purchaser's indemnification obligations hereunder. Seller's rights of recovery under this indemnification shall be limited to the assets of Purchaser and not to the assets of any partner, principal, officer director, shareholder, employee or agent of Purchaser, and such obligation to indemnify and hold harmless shall not include any diminution of property value, any cleanup or containment costs or any other loss, liability or expense that may result from the discovery or presence of hazardous waste or toxic substance on the Property. This indemnification shall survive termination of this Contract and Closing.

(e) Purchaser shall comply with all applicable laws with respect to any work performed on the Property during the Inspection Period, including proper handling and disposal of drill cuttings, soil samples or groundwater. Purchaser agrees to restore the Property to its original condition after performing any investigation or testing on or about the Property.

(f) Seller shall provide copies of any and all material information it has on the Property, including, without limitation, environmental reports, traffic studies and surveys, in order to permit Purchaser to expedite its inspections. The status or availability of relevant information to be delivered by Seller is set forth in Exhibit C attached hereto.

(g) This Contract is contingent upon Purchaser obtaining the agreement or consent of the Hathaway Company to terminate its rights of access to the Property and all rights related thereto, on terms satisfactory to Purchaser, as provided in Paragraph 1(b). Purchaser shall have the same period of fifty-five (55) days set forth in subparagraph (a) of this Paragraph 17 within which to obtain such agreement, and failing same shall have the right of termination set forth in subparagraph (h) hereof. Nothing herein shall require Seller to agree to any action nor incur any cost with respect to such termination agreement.

(h) Purchaser shall have the right in its sole discretion to terminate this Contract at any time prior to the end of the Inspection Period by giving written notice to Seller of such termination not later than the end of the Inspection Period, in which event this Contract

shall be terminated and the Deposits returned to Purchaser. In the absence of such notice, the terms of this Paragraph and the contingency provided in Paragraph 1(b) shall lapse, and the balance of this Contract shall remain in full force and effect.

18. Effect of Purchaser's Execution Without Seller's

Purchaser acknowledges that this Contract shall have no binding effect until it is fully executed by both parties. After Purchaser executes this Contract and before Seller does so, it shall only constitute an offer by Purchaser which the Seller may accept or decline, and the Purchaser hereby represents that it has not and shall not change its position in reliance upon any aspect of this Contract or any other statement or writing of the Seller so as to make or claim that Seller is liable therefor, until seller shall have fully executed this Contract.

19. Nonwaiver

Any waiver of any term or condition of this Contract shall be in writing signed by the party entitled to the benefit of such term or condition. In no event, however, shall a waiver on the part of either party in exercising any of their respective rights hereunder upon any failure by the other party to perform or observe any term or condition, operate as a waiver of performance of any subsequent failure of the other party to perform or comply with the terms and conditions of this Contract, nor shall it preclude any other or further exercise of any right hereunder.

20. Contract Date

The Contract Date shall be the date Seller executes the Contract.

21. Time of Essence

Time shall be of the essence for the compliance with all dates and deadlines in this Contract, and the failure of either party to comply with the same shall constitute default hereunder.

22. Miscellaneous

(a) Prevailing Party

In any litigation between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the other party.

(b) Prevailing Law

This Contract shall be governed by the laws of the State of California.

(c) Waiver of Jury Trial

Seller and Purchaser hereby waive trial by jury in any action brought by either of the parties hereto against the other on or in respect of any matter arising out of or connected with the Contract.

23. Leases

During the pendency of this Contract, Seller shall not enter into any new leases with respect to any part of the Property nor modify any existing lease without the prior written approval of Purchaser, which shall not be unreasonably withheld.

24. Partial Invalidity

If any portion of this Contract shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Contract and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Contract.

25. Counterparts

This Contract shall be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

26. Captions

Any captions to, or headings of, the sections, paragraphs or subparagraphs of this Contract are solely for the convenience of the parties hereto, are not a part of this Contract, and shall not be used for the interpretation or determination of the validity of this Contract or any provision hereof.

27. No Obligations to Third Parties

The execution and delivery of this Contract shall not confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

28. Exhibits.

The exhibits attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

PURCHASER:

THE O'DONNELL GROUP, INC.

Taxpayer Id. No: _____

By: _____

D. O'Donnell
Douglas D. O'Donnell
President

Date: _____

6/16/99

SELLER:

MOBIL FOUNDATION, INC.

Taxpayer Id. No. 13-6177075

By: _____

Maureen Toomey
Maureen Toomey
Assistant Property Manager

Date: _____

6-17-99

EXHIBIT A

CONTRACT OF SALE
BETWEEN
MOBIL FOUNDATION, INC.
&
THE O'DONNELL GROUP, INC.

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half ($S\frac{1}{2}$) of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the Official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

EXHIBIT B

AGREEMENT FOR ACCESS TO PREMISES AFTER TRANSFER OF TITLE

THIS AGREEMENT is made and entered into this 17 day of June, 1999, by and between MOBIL FOUNDATION, INC., a New York corporation, having its principal office at 3225 Gallows Road, Fairfax, Virginia 22037-0001 ("Seller"), and THE O'DONNELL GROUP, INC., a California corporation having its principal office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Purchaser").

RECITALS

(A) Purchaser and Seller entered into a Contract of Sale dated June 17, 1999 (Contract), for the purchase and sale of real property (the Property) comprising 8.84+/- acres located at 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, as more particularly described in Exhibit A attached to said Contract;

(B) Purchaser acknowledges that the Property has or may have been impacted by Hazardous Materials (as defined herein) and that Seller is or will be undertaking, with reasonable diligence, Corrective Action (as defined herein) with respect to Hazardous Materials on the Property which occurred or commenced occurring before Closing, and are disclosed in the analytical data delivered by Seller to Purchaser or by Purchaser to Seller pursuant to the Contract, or if not disclosed such Hazardous Materials as were caused by Seller's or Mobil Oil Corporation's (Mobil's) use of the Property, if and to the extent required and in a manner approved by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee; and

(C) Purchaser and Seller mutually desire for Seller to continue such Corrective Action after Seller's transfer of title to the Property to Purchaser until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee, advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to that authority's satisfaction; or (ii) such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) tendered by Seller to Purchaser and in consideration of Seller's undertakings to perform Corrective Action, the receipt and sufficiency of which is acknowledged by the parties, Purchaser and Seller agree as follows:

TERMS

1. Purchaser hereby grants Seller and its assignees, consultants or contractors access to the Property to undertake and complete such active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials on the Property which occurred or commenced occurring before Closing, and are disclosed in the analytical data delivered by Seller to Purchaser or by Purchaser to Seller as provided in the Contract, or if not disclosed such Hazardous Materials as were caused by Seller's or Mobil Oil Corporation's (Mobil's) use of the Property (collectively referred to herein as "Corrective Action") as Seller deems necessary or appropriate, but subject to the terms and conditions of the Contract. Seller or its consultants or contractors may install, inspect, maintain, operate, replace and remove such equipment, and conduct such investigation, sampling, drilling, monitoring and other activities, as it deems necessary or appropriate to accomplish the Corrective Action, but subject to the terms and conditions of the Contract. The term Hazardous Materials as used herein shall mean any Petroleum or fraction thereof or additive thereto, Hazardous Substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by any federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health.

2. Purchaser shall grant Seller or its assignees access to the Property until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee ("the Authority"), advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to the Authority's satisfaction; or (ii) in the event the Authority fails to so act within a reasonable time, such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action. Purchaser agrees to execute any and all documents required by the authority, at Seller's sole cost and expense, to enable Seller to conduct and complete Corrective Action on the Property. Such documents may include deed restrictions, which may not be inconsistent with the restrictions noted in the deed conveying the Property to Purchaser.

3. Seller or its assignees shall undertake and complete Corrective Action on the Property (i) until the Authority advises the parties in writing that the Corrective Action has been completed to the satisfaction of the Authority exercising jurisdiction, or its designee, or (ii) in the event the Authority fails to so act within a reasonable time, until such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees. Seller reserves the right, in its own or Purchaser's name, if necessary, to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan for Corrective Action proposed by any such Authority and/or any refusal by such Authority to provide Seller or Purchaser with approval of any Corrective Action plan or proof of satisfactory completion of Corrective Action by Seller.

4. During the time that Seller or its assignees is performing Corrective Action, if any Hazardous Materials occurs on or off site, Purchaser shall notify Seller promptly and act to minimize the effect of such new contamination.

5. In the event that Purchaser or any third party plans any construction on the Property during Seller's Corrective Action activities, including monitoring, Purchaser shall review such plans with Seller in order to accommodate and facilitate the Corrective Action to the maximum extent practicable; provided, however, that Seller shall coordinate with Purchaser's development of the Property so that such Corrective Action activities do not interfere with, and cause any adverse effect on, Purchaser's construction or operations on or marketing of the Property. Seller shall assume all costs and expenses of the first relocation of, and Purchaser shall assume all costs and expenses of any subsequent relocation of, any equipment installed by Seller on the Property in connection with Corrective Action activities (Remediation Equipment) necessary to accommodate any construction plans of Purchaser. Purchaser shall assume all costs and expenses of repairing or replacing any Remediation Equipment damaged or destroyed by Purchaser.

6. Except as set forth in Paragraph 5 (c)(ii) and (d)(ii) of the Contract referenced above, Purchaser hereby releases and discharges Seller and its assignees from any liability for damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill and/or inconvenience related to Seller's, its contractors', employees' or agents', access to and use of the Property for Corrective Action after Closing. This release relates only to access and is not intended and does not alter or change any other releases or indemnities agreed to in writing by the parties.

7. Seller may assign all or part of this Agreement to its predecessor in title, Mobil Oil Corporation.

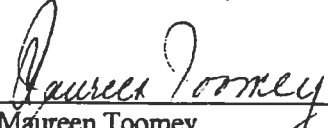
8. The provisions contained in this Agreement are covenants running with the land and binding upon the parties hereto, their successors in title, subsequent owners of the Property and their lessees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

SELLER:

MOBIL FOUNDATION, INC.

By:


Maureen Toomey

Assistant Property Manager

PURCHASER:

THE O'DONNELL GROUP, INC.

By: D. O'Donnell

Name: _____

Title: _____

ASSUMPTION OF CORRECTIVE ACTION &
INDEMNIFICATION BY PREDECESSOR IN TITLE

Subject to terms the Contract of Sale between Mobil Foundation, Inc. (Seller) and The O'Donnell Group, Inc. (Purchaser) date June 17, 1999, and conditioned upon the completion of closing thereunder and in furtherance of its support of the charitable purposes of Seller, Mobil Oil Corporation, as Seller's predecessor in title, hereby assumes Seller's responsibility and liability for the performance of the Corrective Action and Seller's indemnifications provided for in said Contract.

MOBIL OIL CORPORATION

By:

D.J. Rasmussen

Name:

D.J. Rasmussen

Title:

Attorney-in-Fact

Date:

6/17/99

EXHIBIT C

DUE DILIGENCE ITEMS REQUIRED FROM SELLER

Pursuant to Paragraph 17(f), Seller shall make the following documents available to the Purchaser:

<u>Documents</u>	<u>Availability or Status</u>
1. Copies of Seller's operating statements for the Property for the past 3 years:	Not Applicable
2. Copies of all leases, subleases, arrangements and other obligations affecting the Property:	One oil & gas lease
3. Tenant estoppels:	None
4. Current survey:	Existing survey
5. Real estate tax bills for the past 3 years:	Available
6. All architectural and construction drawings relating improvements on the Property:	None
7. All applicable building and occupancy permits or licenses:	None
8. Any written contracts, agreements, warranties and/or guarantees: which affects the Property:	One oil & gas lease
9. Title policies and reports:	Preliminary Commitment
10. Current and historical engineering and environmental reports:	Available (EHS)
11. Architect's certification that Property is in compliance with ADA:	Not applicable

Revised:
1- 10/17/00
1- Kachoway

CONSTRUCTION FUND ESCROW AGREEMENT

This Construction Fund Escrow Agreement (this "Agreement") is made and entered into as of July 28, 2000 (the "Effective Date"), by and between Mobil Foundation, Inc., a New York not-for-profit corporation ("Owner"), and Hathaway Company, Inc., a California corporation ("Hathaway"). (Owner and Hathaway are collectively referred to as the "parties".)

RECITALS

A. Owner and Hathaway have entered into an Easement Agreement (the "Easement Agreement") on the same date as this Agreement, pursuant to which Hathaway has agreed to perform certain work at the real property commonly known as 10607 Norwalk Boulevard, Santa Fe Springs, California (the "Property"), which work is defined in the Easement Agreement as Closure Work and Construction. (Unless otherwise defined in this Agreement, capitalized terms shall have the same meaning ascribed to them in the Easement Agreement.)

B. The parties acknowledge that the Closure Work and the Construction affects Owner's ability to market the Property for sale or lease and, therefore, Hathaway's failure to properly complete such work within the agreed upon time periods will result in adverse consequences to Owner.

*??
C. Concurrently with the Effective Date of this Agreement, Owner has delivered to Hathaway \$204,507.00 as a partial payment for the Closure Work and Construction, and Owner and Hathaway have entered into an escrow agreement with Stewart Title Company ("Escrow Agent") to create an escrow account into which Owner has deposited \$100,000.00 (the "Fund"), to be released by the Escrow Agent to Hathaway upon completion of the Closure Work and Construction, and any Investigation or Remediation that may arise in connection therewith, when performed properly and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Hathaway agree as follows:

AGREEMENT

1. Deposit. In recognition of the need to timely perform the Closure Work and the Construction and any Investigation or Remediation that may arise in connection therewith, concurrently with the execution of this Agreement (the "Closing"), the parties shall instruct Stewart Title of California (the "Escrow Agent") to hold the Fund in escrow for Owner and Hathaway. Hathaway and Owner agree that the Escrow Agent will hold the Fund so deposited and shall deliver the Fund, to Owner or to Hathaway, as the case may be, as provided below.

2. Investment of Escrow Fund. The Fund shall be invested by the Escrow Agent at the sole discretion of Hathaway in Acceptable Investments in accordance with instructions given from time to time in writing to the Escrow Agent by Hathaway. The term "Acceptable

Investments" means commercial paper rated (A-1) by Standard & Poor's or P-1 by Moody's, demand deposits in amounts not greater than Ninety-Five Thousand Dollars (\$95,000) in banks insured by the Federal Deposit Insurance Corporation ("FDIC") or savings institutions insured by the Federal Savings and Loan Insurance Corporation ("FSLIC") having in each case a combined capital and surplus of not less than Fifty Million Dollars (\$50,000,000), United States debt instruments or short-term debt instruments when such obligations are backed by the full faith and credit of the United States and can be liquidated within three (3) working days, or other investments of comparable security and liquidity approved by Hathaway. The Escrow Agent shall not incur any liability in making the investments herein authorized.

3. Distribution of Interest. All income earned and received from the investment of the Fund shall be reinvested by the Escrow Agent in accordance with the parameters set forth in Section 2 until the termination of this Agreement. Upon the termination of this Agreement, the income earned and received from the investment of the Fund shall be delivered to that party who the Escrow Agent was required to deliver the Fund to in accordance with the terms of this Agreement.

4. Deadlines & Drawing Against the Fund. Hathaway agrees that those portions of the Closure Work and Construction, including any Investigation or Remediation associated therewith, which are set forth below shall be completed on or before the expiration of the following periods of time:

- a. On or before the Effective Date: Hathaway shall have completed the construction of the temporary by-pass lines to the tank farm located on the Property (the "Temporary By-Pass Lines") and shall have completed the excavation and removal of all the pipelines and (associated fixtures) located in the Easement.
- b. On or before forty-five (45) days after the Effective Date: Hathaway shall have completed the Construction of the Pipeline.
- c. Within sixty (60) days after the Effective Date: Hathaway shall switch from the use of the Temporary By-Pass Lines to the Pipeline.
- d. Within ninety (90) days after the Effective Date: Unless Hathaway's time has been extended pursuant to Paragraph 14 of this Agreement, Hathaway shall have completed the closure and removal of the Temporary By-Pass Lines and the closure of any Investigation or Remediation undertaken in connection with the Closure Work and Construction.

Upon completion of the Closure Work, Construction, and any required Investigation or Remediation in accordance with this Agreement and the Escrow Agreement, Owner will instruct the Escrow Agent to deliver the Fund, plus any income that has accrued on the Fund, to Hathaway. If, however, Hathaway fails to complete any of the tasks set forth above within the period of time corresponding to such task above, then Owner shall submit to the Escrow Agent, with a concurrent copy to Hathaway, a statement (the "Notice") setting forth which of the above

listed tasks has not been completed by Hathaway and demanding release of the Fund to Owner. Within seven (7) business days after Owner sends the Notice, the Escrow Agent shall remit a check for or transfer electronically the Fund, plus any income that has accrued on the Fund, to Owner.

5. Hathaway's Objection to Disbursement. Hathaway shall have the right, within five (5) business days after Owner sends the Notice, to object in writing ("Notice of Objection") to any Notice. Any Notice of Objection must set forth the reasons Hathaway disagrees with the release of the Fund to Owner.

6. Dispute Resolution. Within ten (10) business days after the issuance of a Notice of Objection, the parties shall submit the matter to Layn R. Phillips (the "Arbitrator") who shall then determine whether the Escrow Agent must release the Funds to Owner. Unless otherwise agreed to in writing, the parties agree that the Arbitrator shall render a decision within thirty (30) days after the date of the Notice of Objection. The Arbitration shall be held in a mutually acceptable location in Orange County, California in accordance with the arbitration rules of the Orange County Bar Association. The Arbitrator's decision shall be binding and non-appealable, and the parties agree to waive their rights to have any disputes in connection with the delivery of Fund adjudicated in a court of law. The fees and costs that are incurred by the Arbitrator in connection with this arbitration shall be divided equally between Owner and Hathaway until such time as there is a final ruling or determination made by the Arbitrator in which case the fees and costs of the Arbitrator shall be allocated in the manner specified in paragraph 12 below. The Escrow Agent shall deliver the Fund in accordance with the determination of the Arbitrator, and the parties agree that the Escrow Agent shall not be liable for following the directions of the Arbitrator.

7. Termination of Agreement. This Agreement shall terminate when the Fund and any accrued income has been disbursed or upon the proper and timely completion of the Closure Work and the Construction and any Investigation or Remediation arising in connection therewith. In the event the Fund and any accrued earnings from the Fund have not been previously disbursed to Owner, then, upon the proper and timely completion of the Closure Work and the Construction and any Investigation or Remediation arising in connection therewith, Escrow Agent shall deliver the Fund and any accrued earnings to Hathaway.

8. Liability of Escrow Agent. The Escrow Agent will be obligated to perform only such duties as are expressly set forth herein and need not take notice of any provisions of the Agreement not directed to it. In case of conflicting demands upon the Escrow Agent, it shall be entitled to refuse to comply therewith as long as such disagreement continues and to make no delivery or other disposition of any portion of the Fund then held (and the Escrow Agent shall not be or become liable in any way for such failure or refusal to comply with such conflicting or adverse Notices and/or demands). The Escrow Agent shall continue to so refrain and to so refuse to act until all differences have been resolved and the Escrow Agent shall have been notified thereof in (i) a written instrument signed by both of the parties, or (ii) a written instrument that was signed only by the Arbitrator.

9. No Obligation to Take Legal Action. The Escrow Agent shall not be under any obligation to take any legal action in connection with this Agreement or enforce, appear in, prosecute, or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss, or liability, unless and as often as required by it, it shall be furnished with security and indemnity satisfactory to it against all such costs, expenses, losses, or liabilities.

10. Status of Escrow Agent. The Escrow Agent is to be considered and regarded as a depository only, and is not responsible or liable (except for its failure to exercise due care) for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited with the Escrow Agent, nor as to the identity, authority, or rights of any person executing the same; its duties hereunder shall be limited to the safekeeping and investment of such Funds received by it as Escrow Agent and for the accounting and disbursement of the same pursuant to the written escrow instructions given in accordance with this Agreement.

11. Fee of Escrow Agent. Escrow Agent's fees shall be divided equally between Owner and Hathaway.

12. Attorney's Fees. Should any dispute arise over the interpretation or enforcement of this Agreement or the rights created hereunder, the prevailing party shall be paid by the non-prevailing party all of its reasonable attorney's fees and costs which are or were incurred by the prevailing party in connection with such dispute, irrespective of whether such fees and costs were incurred in a court of law or another forum such as mediation or arbitration, in addition to all other damages suffer by such party. The Arbitrator has the right, but is not obligated to, require the non-prevailing party to pay or reimburse the prevailing party, as the case may be, for all of the Arbitrator's fees and costs that were incurred in connection with the arbitration.

13. Time is of the Essence. Time is of the essence in this Agreement.

14. Unavoidable Delays and Defaults. Each party to this Agreement will be excused for any delays or defaults by that party in the performance of this Agreement that are unavoidably caused by any of the following: an act of the other party; an act of any agent of the other party; an act of any governmental authority; an act of any public enemy; an act of God; the elements; war; war defense conditions; riots; litigation; strikes; walkouts; or any other causes beyond that party's control. Each party must use reasonable diligence to avoid any such delay or default and to resume performance under this Agreement as promptly as possible after the conditions giving rise to any such delay or default are removed or cease to exist.

15. Notice. All notices and demands which any party is required or desires to give to any other shall be given by in writing via facsimile transmission followed by hard copy delivered by personal delivery or by express courier service or certified mail, return receipt requested, to the number and address below for the respective party. However, if either party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that

notice. All notices and demands given by fax before 5:00 p.m. of any business day shall be deemed given on the day given; provided, however, a fax confirmation print-out is obtained and a hard copy of the notice is followed by regular U.S. Mail. All notices and demands given by personal delivery or by express courier service shall be deemed given within one (1) business day after being sent. All notices given by mail shall be effective on the third business day after mailing. For convenience, the addresses, telephone and telecopier numbers of Hathaway and Owner are:

Hathaway Company

Hathaway Company
P.O. Box 3404
10707 Norwalk Blvd.
Santa Fe Springs, CA 90670
Attention: Mr. Pat Park
Telephone No.: (562) 944-8337
Facsimile No.: (562) 944-7253

With a copy to:

Robert E. Atkinson, Esq.
Law Offices of Atkinson & Gibson
P.O. Box 92
13225 Philadelphia Street
Whittier, CA 90608

Telephone No.: (562) 698-7771
Facsimile No.: (562) 693-3523

Escrow Agent:

Stewart Title of California
505 N. Brand Blvd., Ste. 800-A
Glendale, CA
Attention: Ms. Dody Laney

Telephone: (818) 546-3961
Facsimile: (818) 546-1374

Owner:

Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, TX 77060
Attention: Maureen Toomey

Telephone: (281) 423-6228
Facsimile: (281) 423-6663

16. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement.

17. Choice of Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

18. Severability. If any term, covenant, condition or provision of this Agreement, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this Agreement, and the remainder of the provisions of this Agreement, or their application to any person or circumstance, shall remain in full force and effect.

19. Waiver of Covenants, Conditions or Remedies. Waiver by one party of performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition under this Agreement.

20. Exhibits. All exhibits referred to in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

21. Amendment. This Agreement may be amended at any time by the written agreement of either of the parties. All amendments, changes, revisions and discharges of this Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by the parties.

22. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, the successors, assigns, heirs and beneficiaries of Owner and Hathaway.

In witness hereof the undersigned have executed this Agreement effective as of the date set forth above.

"Owner"

Mobil Foundation, Inc., a New York
not-for-profit corporation

By: Raissa Torrey
Title: Assistant Property Mgr.

"Hathaway"

Hathaway Company, Inc.,
a California corporation

By: Gene Hathaway
Its: President
By: Helen M. Hathaway
Its: Secretary

"Escrow Agent"

Stewart Title of California, Inc.

By: _____

Title: _____

AMENDMENT TO CONTRACT OF SALE

THIS AMENDMENT AGREEMENT ("Agreement") is made this 28 day of September, 1999 by and between Mobil Foundation, Inc., a New York not-for-profit corporation ("Seller") and The O'Donnell Group, Inc., a California corporation ("Buyer").

WITNESSETH

WHEREAS, the Seller and Buyer entered into a Contract of Sale dated June 17, 1999, as amended September 8, 1999 ("Sale Agreement") for the conveyance to Buyer of certain property located in Santa Fe Springs, Los Angeles County, California as more particularly described therein ("Property"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, the parties have agreed to reduce the Purchase Price, extend the Inspection Period and the date of Closing under the Sale Agreement and extend the date for the completion of certain work by each of the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. The Purchase Price is reduced from Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to Two Million Two Hundred Thousand Dollars (\$2,200,000.00).
2. The Inspection Period shall be extended from September 28, 1999 to November 10, 1999 and the Closing shall be extended from September 30, 1999 to November 15, 1999, time being of the essence.
3. The time by which Seller and Mobil Oil Corporation shall complete the abandonment or re-abandonment of the wells as set forth in Section 1 of the amendment to the Sale Agreement date September 8, 1999 ("Sale Agreement Amendment") is extended from November 30, 1999 to January 15, 2000.
4. The time by which Buyer shall complete the Pipeline Work as set forth in Section 2 of the Sale Agreement Amendment is extended from November 30, 1999 to January 15, 2000.
5. The Sale Agreement, as modified hereby, shall continue in full force and effect.
6. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS whereof the parties have executed this Agreement as of the day and year first set forth above.

MOBIL FOUNDATION, INC.

By: _____

Maureen Toomey
Maureen Toomey
Assistant Property Manager

THE O'DONNELL GROUP, INC.

By: _____

D. O'DONNELL
Name: DOUG O'DONNELL
Title: PRESIDENT

THE O'DONNELL GROUP, INC.

TRANSMITTAL SHEET

TO:

Maureen Toomey

FROM:

Greg Chila

COMPANY:

Mobil Foundation

DATE:

Monday, September 27, 1999

ADDRESS:

**3225 Gallows Road
Fairfax, VA 22037-0001**

PHONE NUMBER

FAX NUMBER

☐ URGENT ☐ FOR REVIEW ☐ PLEASE REPLY ☐ AS REQUESTED ☐ FOR YOUR RECORDS

☐ US MAIL

☒ OVERNIGHT

☐ PICK

☐ HAND COURIER

Notes/Comments

Attached please find the Second Amendment to Contract of Sale for Mobil Foundation, Inc..
to The O'Donnell Group, Inc. Please call me if you should have any questions.

Thank you

3

**THIRD AMENDMENT TO CONTRACT OF SALE AND
ASSUMPTION OF CORRECTIVE ACTION & INDEMNIFICATION
BY PREDECESSORS IN TITLE**

THIS THIRD AMENDMENT AGREEMENT ("Amendment") is made this 30th day of November, 1999 by and among MOBIL FOUNDATION, INC., a New York not-for-profit corporation ("Seller"), THE O'DONNELL GROUP, INC., a California corporation ("Buyer"), and MOBIL OIL CORPORATION ("Mobil Oil").

WITNESSETH:

WHEREAS, the Seller and Buyer entered into a Contract of Sale dated June 17, 1999 as amended on September 8, 1999 ("First Amendment") and on September 28, 1999 ("Second Amendment"), for the conveyance to Buyer of certain property located in Santa Fe Springs, Los Angeles County, California as more particularly described therein ("Property"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Agreement, the First Amendment and the Second Amendment (collectively, the "Purchase and Sale Agreement"); and

WHEREAS, Mobil Oil entered into an Assumption of Corrective Action & Indemnifications by Predecessor In Title dated June 17, 1999 as amended September 8, 1999 (the "Indemnification Agreement"), pursuant to the terms of which Mobil Oil assumed Seller's responsibility and liability for the performance of the Corrective Action and Seller's indemnifications provided for in said Sale Agreement; and

WHEREAS, Mobil Oil is willing to close certain wells and remove certain pipelines belonging to and the responsibility of the Hathaway Company in consideration of the payment to Mobil Oil of Three Hundred Eighty One Thousand Nine Hundred Ninety-Six Dollars (\$381,996.00) by Buyer; and

WHEREAS, the parties have agreed to modify Seller's and Mobil's obligations with respect to liability for Hazardous Materials; and

WHEREAS, the parties have agreed to reduce the Purchase Price and to modify certain provisions of the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer, Seller and Mobil Oil agree as follows:

1. The Purchase Price is reduced from Two Million Two Hundred Thousand Dollars (\$2,200,000.00) to Two Million Dollars (\$2,000,000.00).

2. At Closing Buyer shall separately deliver to Mobil Oil the sum of Three Hundred Eighty One Thousand Nine Hundred Ninety-Six Dollars (\$381,996.00) as payment for the Mobil Work (hereinafter defined).

3. The Inspection Period shall be extended from November 30, 1999 to January 19, 2000, and the Closing shall be extended to January 21, 2000, time being of the essence.

4. Conditioned upon Buyer receiving title to all oil, gas and minerals rights, tanks, wells and associated pipes, pumps and equipment located on the Property, Mobil Oil shall undertake with reasonable diligence, following Closing pursuant to the Sale Agreement, the abandonment of the wells and the removal of tanks and pipelines as more specifically described in Exhibit A attached hereto and made a part hereof ("Mobil Work"). Seller and Mobil Oil each agree that the term Corrective Action as defined in the Purchase and Sale Agreement and the Indemnification Agreement shall include the Mobil Work. The Mobil Work shall be completed the later of ninety (90) days following Closing or forty-five (45) days following the date Hathaway Company disconnects the Jalk tank farm from the active pipelines, except in the event of a Force Majeure the completion date shall be extended for a period equal to the duration of the Force Majeure. //

5. Section 5(a) is amended by adding the following phrase to the end thereof:

"but in no event later than the end of the Inspection Period."

6. Section 5(b) is deleted in its entirety and the following language substituted therefor:

(b) Corrective Action and Right to Terminate. As used herein, the term "Corrective Action" shall refer to active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials (which term shall mean any Petroleum, or fraction thereof or additive thereto, Hazardous substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by any federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health) which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above. }

In the event Seller or Purchaser determines the new data available at the end of the Inspection Period indicates the presence of subsurface Hazardous Materials that may require Corrective Action, Seller or

Purchaser may, within thirty (30) days of the receipt of the data, if any, from Purchaser's consultant, or if Closing is scheduled sooner than thirty (30) days, up until the day prior to Closing, elect to terminate this Contract upon written notice to the other party. In the event the parties do not terminate the Contract because of new data available at the end of the Inspection Period and instead proceed to Closing, then Seller or Mobil represents that they shall undertake, with reasonable diligence at their sole cost and expense, Corrective Action with respect to Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including by way of example but without limitation the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above. Seller or Mobil, as the case may be, shall perform the Corrective Action described in this paragraph, if and to the extent required and in a manner approved by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee. Seller or Mobil, as the case may be, shall, either before or after Closing, complete the Corrective Action to the satisfaction of such governmental authority or to the regulatory requirements; provided, however, that if such work occurs after Closing, Seller shall coordinate with purchaser's development of, or operations at, the Property so that the Corrective Action does not interfere with, or cause any adverse effect on, purchaser's construction activities or marketing of the Property.

Following the completion of the Mobil Work and thereafter during the period of time Purchaser is performing earth moving activities associated with the initial development of the Property, if Purchaser discovers Hazardous Materials that are subject to Seller's or Mobil's Corrective Action obligation hereunder, Seller or Mobil shall, upon written notice as provided for herein, perform such Corrective Action within thirty (30) days thereof, or if such Corrective Action cannot be performed within such thirty (30) days, then, provided Seller or Mobil are using their best efforts, such additional time as is required to complete such Corrective Action.

The Purchaser shall, at Seller's sole cost and expense, execute any documents required by the regulatory agency which are consistent with the agreed upon restrictions contained in Subparagraph 4(i). Seller reserves the right (including in the purchaser's name if necessary) to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan of Corrective Action proposed by such authority. Seller may, before Closing, but after having commenced any Corrective Action activities,

exercise a second right to terminate this Contract in the event, in its sole opinion, the cost of the Corrective Action will exceed fifty percent (50%) of the purchase price. In the event Seller exercises its second right of termination, in addition to the return of the Deposit, Seller agrees to reimburse all reasonable out-of-pocket expenses incurred by Purchaser up to, but not exceeding, twenty thousand dollars (\$20,000.00), upon receipt from Purchaser of satisfactory supporting documentation.

Upon termination by Seller or Purchaser pursuant to this Section 5, this Contract shall be terminated and all parties shall be released from all liabilities and obligations under the Contract and the Deposits shall be returned, with each party to bear its own costs.

7. Section 5(c)(iii) deleted in its entirety and the following language substituted therefor:

(iii) Seller or Mobil shall deliver to Purchaser copies of all notices from any federal, state or local governmental authority exercising jurisdiction over the Property, and all reports, surveys, studies and tests, with respect to any Corrective Action activities within five (5) days after receipt thereof by Seller or Mobil.

Seller and Mobil agree to the extent possible, and provided the same does not significantly increase the cost, to construct all installations below the finished ground line at the locations approved by Purchaser. To the extent it is not feasible due to costs, below ground obstructions or potential impact on other structures to construct installations below the finished ground line, then Seller or Mobil, as the case may be, agree to locate any equipment at locations at the Property which are acceptable to Purchaser and Seller or Mobil, as the case may be, agree to erect such screens around such equipment as may be reasonably requested by Purchaser in order to ensure that such equipment conforms with the aesthetic aspects of the Property. Seller and Mobil agree that if all work in connection with the Corrective Action is not performed during normal business hours, then such work shall be performed at times and days that are reasonably acceptable to Purchaser.

Purchaser reserves the right, at its expense, to have its consultants observe any of the Corrective Action carried out by Seller or Mobil, as the case may be; provided, however, that in no event shall such observation be deemed an approval by Purchaser or its consultants of any such activities conducted by Seller or Mobil. If requested by Purchaser, Seller or Mobil, as the case may be, agree to provide Purchaser's consultant with "split samples" of any air, soil or groundwater samples collected, at no cost or expense to Purchaser.

Upon completion of the Corrective Action, Seller or Mobil, shall permanently close and remove any equipment installed at or under the Property in a manner customary in the industry and to the reasonable satisfaction of Purchaser. Seller and Mobil agree that they will repair and restore those areas of the Property which were affected by the Corrective Action to the same or better condition (and, if applicable, the same grade and compaction level, paving and landscaping) existing before the commencement of any Corrective Action.

8. Section 5(d)(ii) is deleted in its entirety and the following language substituted therefor:

(ii) In consideration of Purchaser's agreement to proceed to Closing prior to the time that all required Corrective Action required to be performed by Seller under the terms of this Contract have been completed, Seller and Mobil agree to and shall indemnify, defend and hold harmless Purchaser, its successors and assigns, its lenders, its partners, its joint venture partners, and each of their directors, officers, employees and agents, from and against all claims, actions, demands, rights, damages, settlements, response, remedial or inspection costs, including Corrective Action costs, expenses (including reasonable attorneys' fees), losses, fines, penalties and liabilities arising directly or indirectly from (1) any third party claims (excluding claims, by Purchaser, Purchaser's successors in title and subsequent owners and lessees of the Property) related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including by way of example but without limitation the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) above, (2) the failure of Seller or Mobil to perform the Corrective Action pursuant to the terms of the Purchase and Sale Agreement, (3) any sickness, disease, death or personal or bodily injury arising out of any Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's

environmental studies performed prior to Closing as provided in paragraph 5(a) above or related to the existence of pipes, pumps, equipment or other fixtures or personal property at or under the Property for which Mobil or Seller has assumed responsibility pursuant to this Purchase and Sale Agreement; (4) any violations of statutes, regulations, ordinances, directives or the requests of any governmental authorities in any way related to Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a), except to the extent caused by the activities of Buyer, or (5) the breach by Seller or Mobil Oil of any of the representations or warranties made in the Purchase and Sale Agreement or in this Amendment. This indemnity shall also run to any bank or lending institution to which Purchaser may grant a security interest in the Property to secure a loan used by Purchaser to pay all or part of the purchase price or any subsequent construction on the Property, or to secure any refinancing of the foregoing.

9. Section 7 of the Purchase and Sale Agreement is amended as follows:

Section (b) is deleted in its entirety and the following language substituted therefor:

There are no actions, suits or proceedings pending against, or to the actual knowledge of Mobil or Seller, threatened or affecting the Property, including, without limitation, proceedings in eminent domain, in law or equity, and Seller is not aware of the existence of any violation of law or governmental regulation with respect to the Property.

Section (g) is deleted in its entirety and the following language substituted therefor:

To the actual knowledge of Mobil and Seller, except as otherwise provided herein, (i) all information supplied to Purchaser by Seller (other than such information prepared for Seller by third parties) with respect to the Property is true, complete and accurate, and (ii) the documents delivered by Seller to Purchaser pursuant to Paragraph 17(f) are true and correct copies of all of the material

information Seller has on the Property, including without limitation, all environmental reports, traffic studies and surveys.

A new subparagraph (k) is added as follows:

(k) To the actual knowledge of Seller and Mobil, Seller and Mobil have given notice to the Purchaser of the condition of the Property as required pursuant to California Health and Safety Code Section 25359.7, provided, however, that Mobil and Seller's obligation under this code are not limited or modified in subparagraph (k). The environmental reports, studies and surveys delivered by Seller or Mobil to Purchaser are set forth on Exhibit B attached hereto.

A new subparagraph (l) is added as follows:

(l) Representations made to the actual knowledge of Seller or Mobil shall mean the actual knowledge of Mark Gallagher, Remediation Specialist of Mobil Business Resources Corporation with respect to 7(k) and Maureen Toomey, Assistant Property Manager of Mobil Foundation with respect to 7(b). //

10. Section 17(b) is amended by adding the following phrase to the end thereof:

"but in no event later than the end of the Inspection Period."

11. Exhibit B, "Agreement For Access to Property after Transfer of Title," to the Purchase and Sale Agreement is deleted in its entirety and Exhibit C attached hereto is substituted therefore.

12. Paragraph 2 and Paragraph 3 of the First Amendment is hereby deleted in its entirety.

13. Seller and Mobil Oil agree that they shall be deemed to be the "Generator" of any of the Hazardous Materials and other materials which are generated during the course of the Corrective Action. Accordingly, if it becomes necessary during the performance of Seller's or Mobil's Corrective Action obligations under the Purchase and Sale Agreement to obtain or utilize a federal or state identification number from an environmental agency, including, by way of example, but without limitation, from the Environmental Protection Agency, or to handle, treat, store, transport or dispose of contaminated soil, groundwater or any other material, then Seller or Mobil Oil, as the Generator, shall have the sole and exclusive responsibility and liability with respect to such soils, groundwater or material and Seller or Mobil Oil shall designate themselves as the Generator of such soil, groundwater or material in any agreement or document.

Purchaser shall be deemed to be the "Generator" of any Hazardous Materials which it disposes off-site from the Property during the course of the construction of any improvements thereon. Accordingly, if Purchaser during the course of its development of the Property decides to dispose of contaminated soil, groundwater or any other material and it becomes necessary to obtain or utilize a federal or state identification number from an environmental agency, including, by way of example, but without limitation, from the Environmental Protection Agency, or to handle, treat, store, transport or dispose of contaminated soil, groundwater or any other material, then Purchaser, shall be identified as the "Generator" on any such manifest and shall have the sole and exclusive responsibility and liability with respect to any such Hazardous Materials.

14. The obligations of the parties under the Purchase and Sale Agreement and the Indemnification Agreement shall be deemed to survive Closing.

15. The Sale Agreement and the Indemnification Agreement as modified hereby, shall continue in full force and effect.

16. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS whereof the parties have executed this Agreement as of the day and year first set forth above.

MOBIL FOUNDATION, INC.

By: _____

Maureen Toomey
Assistant Property Manager

MOBIL OIL CORPORATION

By: _____

Name: _____

Title: _____

THE O'DONNELL GROUP, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Mobil Oil agrees to perform the following work associated with closing certain wells and removing certain pipelines and tanks belonging to and the responsibility of the Hathaway Company in consideration of the payment to Mobil Oil of Three Hundred Eighty Two Thousand (\$382,000) Dollars by Buyer. Work shall start after closing and receipt of Three Hundred Eighty Two Thousand (\$382,000) Dollars by Buyer.

Well Abandonment

1. Plug and abandon as required by regulation oil wells JALK-112, JALK-117, JALK-111, and JALK-113. Wells shall be abandoned in such a manner that Buyer can place vent cones and associated vent piping over top of well heads.
2. Obtain permits to close wells. Buyer, as well owner, shall sign permits and cooperate with Mobil in obtaining permits to work.
3. Remove pumping units from each well identified above, including concrete pads, well cellars and soil contaminated above commercial standards and backfill well head areas to grade.
4. Lay down rods and tubing and transport rods, tubing, and pumping units to the Hathaway Company's adjacent yard.

Tank Farm

1. Mobil shall remove the existing tank farm located along the western property boundary which consists of tanks, concrete pads, the pumps and pipes located on the concrete pads and soil containing Hazardous Materials to the extent required by the governmental authority exercising jurisdiction over the matter, whether federal, state or local, or its designee.
2. Mobil shall clean tanks and remove tank bottoms from tank farm tanks.
3. Mobil shall obtain required permits, Buyer, as owner, shall cooperate with Mobil in obtaining permits to work.
4. Mobil shall remove pipelines shown on TRC Alton Geoscience map dated September 9, 1999, (Schedule 1), and on the Hathaway Company Jalk Lease Pipelines Map dated June 1996 and stamped "Rec'd on September 28, 1999", and those identified while plugging and abandoning JALK wells JALK-112, JALK-117, JALK-111, and JALK-113. Mobil shall not be responsible for abandoning, cleaning or backfilling any pipelines along the right-of way (along the south and west property boundaries), to be granted to the Hathaway Company.
5. Mobil shall backfill to grade excavations associated with the tank farm and pipeline excavations.
6. Mobil shall remove any underground storage tanks found as part of the tank farm or pipeline removal or subsequently found by Buyer.
7. Mobil shall perform verification soil sampling as required.

EXHIBIT B

ENVIRONMENTAL REPORTS, STUDIES AND SURVEYS

EXHIBIT B

TITLE	PREPARED BY	DATE
Jalk Fee – Chronology	Alton Geoscience	N/A
Santa Fe Springs, CA		3/32/93
Most Likely Source of Perchloroethylene on Jalk Lease	Alton Geoscience	5/20/93
Perchloroethylene and Heavy Metals in Soil at the Jalk Lease	McLaren/Hart	9/23/93
Land Treatment Completion Report No. 1, Mobil Jalk Fee Bioremediation	McLaren/Hart	9/6/94
Third Quarter 1994 (July-September) Monitoring Report for Land Treatment	McLaren/Hart	10/15/94
Summary of October 3, 1994 Status Meeting Concerning Mobil Projects	McLaren/Hart	10/28/94
Limited Subsurface Investigation of Tetrachloroethylene (PCE) Impacted Sold at Mobil Jalk Fee Property, Santa Fe Springs, California	McLaren/Hart	11/15/94
First Quarter 1995 (January-March) Monitoring Letter Report for Land Treatment	McLaren/Hart	4/14/95
Abandonment of Groundwater Monitoring Well at the Mobil Diwenter/Jordan/Green Lease Santa Fe Springs (File No. 90-60-47(94))	California Regional Water Quality Control Board	5/15/95
EPA 8015 Modified Fuel Fingerprinting (GC)	McLaren/Hart	12/20/95
Appendix D Chain-of-Custody and Laboratory Data Sheets	MBT Environmental Laboratories	1/10/96
Draft Additional Soil Sampling at Mobil Jalk Fee Property, 10607 Norwalk Blvd., Santa Fe Springs, California (03.061414.001.001)	McLaren/Hart	2/2/96
Request for Initiation of Invoicing Procedures for Voluntary Cleanup Activities	Alton Geoscience	3/10/96
Additional Soil Sampling at Mobil Jalk Fee Property	McLaren/Hart	9/20/96
Closure Report for Petroleum Hydrocarbon Issue at Mobil Jalk Fee Property	McLaren/Hart	9/20/96
Addendum to Phase 1 Report (Dated September 6, 1996) Prepared for the Jalk Fee Property at 10607 Norwalk Blvd, Santa Fe Springs, California	McLaren/Hart	9/27/96
Mobil-Jalk Fee Property Boneyard Soil Closure Letter	Cal/EPA DTSC	12/23/96
Receipt of No Further Action Letter for the Mobil Jalk Fee Property Lead Issue	McLaren/Hart	2/3/97
Project Update	Alton Geoscience	3/10/97
Closure of Petroleum Hydrocarbon Issues at Mobil Jalk Fee Property Located at 10607 Norwalk Blvd., Santa Fe Springs (File No. 90-60-47 (94))	Cal/EPA	4/9/97
Work Plan for Site Characterization Activities and Proposed Environmental Fate Modeling and Health Risk Assessment	Alton Geoscience	5/13/97
Work Plan for Site Characterization Activities at Mobil Jalk Fee Property Located at 10607 Norwalk Blvd., Santa Fe Springs (File No. 97-020)	Cal/EPA	6/5/97
Jalk Fee - project update		8/25/97*
Appendices A, C, D and E for Site Assessment Report and Remedial Action Plan	Alton Geoscience	10/10/97
Appendix B Official Laboratory Reports for Site Assessment Report and Remedial Action Plan	Alton Geoscience	10/10/97
Site Assessment Report and Remedial Action Plan	Alton Geoscience	10/10/97
Site Assessment Report and Remedial Action Plan	Geoscience	?
Project Update		10/28/97
Site Assessment Report and Remedial Action Plan	Cal/EPA	11/19/97
Summary of Tank Battery and Wellhead Site Assessment Activities and Current Site Status	Alton Geoscience	11/25/97
Transmittal of Project Files	Alton Geoscience	1/16/98
Stewart Title of California, INC. Los Angeles Division		4/30/98
City of Santa Fe Springs, Community Development Commission		6/26/98
Document Transmittal		7/6/98
Regional Ground Water Group - Mobil Oil Jalk Fee Property, 10607 Norwalk Blvd., Santa Fe Springs	Cal-EPA	7/17/98
Transmittal of Draft Tables and Figures from Remedial Excavation Report		8/21/98
Summary of August 20, 1998 Meeting at the Regional Water Quality Control Board	Alton Geoscience	8/26/98

Remedial Excavation/Site Closure Report	Alton Geoscience	10/14/98
Request for Expedited Review of Soil Closure Report	Alton Geoscience	11/12/98
Request for Access to Files	Mobil	1/11/99
Site Closure Report for Mobil Jalk Fee Property (Mobil) - 10607 Norwalk Blvd., Santa Fe Springs	Cal/EPA	3/1/99
Document Transmittal: Mobil Jalk Fee Property, 10607 Norwalk Blvd., Santa Fe Springs, CA	Alton Geoscience	5/6/99
Transmittal of Jalk Fee Documents	Mobil Business Resources Corp	6/18/99
Transmittal of Summary Figure with Subsurface Line Locations	Alton Geoscience	9/15/99

EXHIBIT C

AGREEMENT FOR ACCESS TO PROPERTY AFTER TRANSFER OF TITLE

THIS AGREEMENT is made and entered into this 30th day of November, 2000, by and between MOBIL FOUNDATION, INC., a New York not-for-profit corporation, having its principal office at 3225 Gallows Road, Fairfax, Virginia 22037-0001 ("Seller") and THE O'DONNELL GROUP, INC., a California corporation having its principal office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Purchaser").

RECITALS

(A) Purchaser and Seller entered into a Contract of Sale dated June 17, 1999, as amended ("Contract"), for the purchase and sale of real property (the "Property") comprising 8.84± acres located at 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, as more particularly described in Exhibit A attached hereto;

(B) Purchaser acknowledges that the Property has or may have been impacted by Hazardous Materials (as defined herein) and that Seller is or will be undertaking, with reasonable diligence, Corrective Action (as defined herein) with respect to Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract; and

(C) Purchaser and Seller mutually desire for Seller to continue such Corrective Action after Seller's transfer of title to the Property to Purchaser until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee, advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to that authority's satisfaction; or (ii) such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) tendered by Seller to Purchaser and in consideration of Seller's undertakings to perform Corrective Action, the receipt and sufficiency of which is acknowledged by the parties, Purchaser and Seller agree as follows:

TERMS

1. Purchaser hereby grants Seller and its assignees, consultants or contractors access to the Property to undertake and complete such active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Seller's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract (collectively referred to herein as "Corrective Action") as Seller deems necessary or appropriate, but subject to the terms and conditions of the Contract. The term Corrective Action shall also be deemed to mean the Mobil Work as that term is defined in the Contract. Seller or its consultants or contractors may install, inspect, maintain, operate, replace and remove such equipment, and conduct such investigation, sampling, drilling, monitoring and other activities, as it deems necessary or appropriate to accomplish the Corrective Action, but subject to the terms and conditions of the Contract. The term Hazardous Materials as used herein shall mean any Petroleum or fraction thereof or additive thereto, Hazardous Substance, Pollutant or Contaminant, as those terms are defined in their broadest sense by and federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health.

2. Purchaser shall grant Seller or its assignees access to the Property until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee ("the Authority"), advises Seller and/or its consultant, in writing, that the Corrective Action has been completed to the Authority's satisfaction; (ii) in the event the Authority fails to so act within a reasonable time, such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action, provided however, that any such determination by Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designee; or (iii) until the completion of the Mobil Work as provided in the Contract. Purchaser agrees to execute any and all documents required by the Authority, at Seller's sole cost and expense, to enable Seller to conduct and complete Corrective Action on the Property. Such documents may include deed restrictions, which may not be inconsistent with the restrictions noted in the deed conveying the Property to Purchaser.

3. Seller or its assignees shall undertake and complete Corrective Action on the Property (i) until the Authority advises the parties in writing that the Corrective Action has been completed to the satisfaction of the Authority exercising jurisdiction, or its designee, (ii) in the event the Authority fails to so act within a reasonable time, until such time as Seller or Seller's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; or (iii) until the completion of the Mobil Work as provided in the Contract; provided however, that any such determination by

Seller or Seller's consultants shall not relieve Seller from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees. Subject to the terms of the Contract, Seller reserves the right, in its own or Purchaser's name, if necessary, to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan for Corrective Action proposed by any such Authority and/or any refusal by such Authority to provide Seller or purchaser with approval of any Corrective Action plan or proof of satisfactory completion of Corrective Action by Seller.

4. During the time that Seller or its assignees is performing Corrective Action, if Purchaser is aware of any new Hazardous Materials occurrence on site, Purchaser shall notify Seller promptly and act to minimize the effect of such new contamination if caused by other than Seller, Mobil or its consultants or contractors.

5. In the event that Purchaser or any third party plans any construction on the Property during Seller's Corrective Action activities, including monitoring, Purchaser shall review such plans with Seller in order to accommodate and facilitate the Corrective Action to the maximum extent practicable; provided, however, that Seller shall coordinate with purchaser's development of, or operations at, the Property so that such Corrective Action activities do not interfere with, and cause any adverse effect on, Purchaser's construction, operations or marketing of the Property. Seller shall assume all costs and expenses of the first relocation of, and Purchaser shall assume all costs and expenses of any subsequent relocation of, any equipment installed by Seller on the Property in connection with Corrective Action activities (Remediation Equipment) necessary to accommodate any construction plans of Purchaser. Purchaser shall assume all costs and expenses of repairing or replacing any Remediation Equipment damaged or destroyed by Purchaser.

6. Except as set forth in Paragraph 5(c)(ii) and (d)(ii) of the Contract referenced above, Purchaser hereby releases and discharges Seller and its assignees from any liability for damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill and/or inconvenience related to Seller's, its contractors', employees' or agents', access to and use of the Property for Corrective Action after Closing. This release relates only to access and is not intended and does not alter or change any other obligations, releases or indemnities agreed to in writing by the parties.

7. Seller may assign all or part of this Agreement to its predecessor in title, Mobil Oil Corporation.

8. The provisions contained in this Agreement are covenants running with the land and binding upon the parties hereto, their successors in title, subsequent owners of the Property and their lessees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

SELLER:

IN THE PRESENCE OF:

MOBIL FOUNDATION, INC.

By: _____

Maureen Toomey

Assistant Property Manager

PURCHASER:

ATTEST:

THE O'DONNELL GROUP, INC.

By: _____

Name: _____

Title: _____

D. O'Donnell

DOUG O'DONNELL

PRESIDENT

COMMONWEALTH OF VIRGINIA

:SS

COUNTY OF FAIRFAX

On this 6 ^{December} day of ~~July~~, 1999, personally appeared before me, a Notary Public, Maureen Toomey, who, being duly sworn, did say she is the Assistant Property Manager of Mobil Foundation, Inc., and that as such she is duly authorized and did execute the foregoing instrument as the free act and deed of said corporation

Jean A. Owens
Notary Public

My Commission Expires: 10/31/00

STATE OF CALIFORNIA

:SS

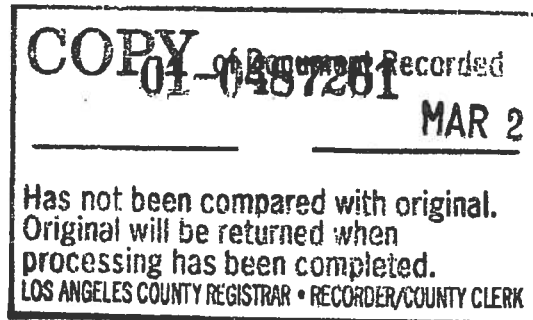
COUNTY OF _____

On this _____ day of July, 1999, personally appeared before me, a Notary Public, _____, who, being duly sworn, did say he/she is the _____ of The O'Donnell Group, Inc., and that as such he/she is duly authorized and did execute the foregoing instrument as the free act and deed of said corporation

Notary Public

My Commission Expires: ____/____/____

5
ORDER NO. 99112462
ESCROW NO.



RECORDING REQUESTED BY:
DODY LANEY, TITLE ASSISTANT,
STEWART TITLE OF CALIFORNIA, INC.
AND WHEN RECORDED RETURN TO:
PINTO & DUBIA, LLP
2 PARK PLAZA, SUITE 300
IRVINE, CA 92614
ATTN: TRACY D. JOHNSON, ESQ.

AGREEMENT FOR INDEMNIFICATION AND ACCESS TO PROPERTY AFTER TRANSFER OF TITLE

THIS AGREEMENT is made and entered into this 22nd day of March, 2001, by and among MOBIL FOUNDATION, INC., a New York not-for-profit corporation, having its principal office at 5959 Las Colinas Boulevard, Irving, Texas 75039 ("Seller"); MOBIL OIL CORPORATION, a New York corporation, predecessor in title to Seller ("Mobil Oil") (Seller and Mobil Oil are hereinafter sometimes collectively called "Mobil"); and SFS NORWALK, LLC, a Delaware limited liability company, having its office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Purchaser").

RECITALS

CONFORM COPY

(A) Seller and The O'Donnell Group ("O'Donnell") entered into a Contract of Sale dated June 17, 1999, (as amended, the "Contract"), for the purchase and sale of real property (the "Property") comprising 8.84± acres located at 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, as more particularly described in Exhibit A attached hereto.

(B) Pursuant to that certain Assignment of Contract of Sale dated as of September 26, 2000, O'Donnell assigned to Purchaser all of O'Donnell's rights, title and interest under the Contract. By deed ("Deed") of even date herewith, Seller has sold and conveyed the Property to Purchaser;

(C) Purchaser acknowledges that the Property was impacted by Hazardous Materials (as defined herein); that Mobil has completed certain remediation activities on the Property; that regulatory agencies with jurisdiction have issued no-further-action letters concerning the soil condition of the Property; and that Mobil is or will be undertaking, with reasonable diligence, further Corrective Action (as defined herein) with respect to Hazardous Materials which exist as of and/or prior to Closing (as defined herein) on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the

migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Mobil's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract; and

(D) Purchaser and Mobil mutually desire for Mobil to continue such Corrective Action after Seller's transfer of title to the Property to Purchaser until (i) such time as the federal, state or local governmental authority exercising jurisdiction, or its designee (the "Authority"), advises Mobil and/or its consultant, in writing, that the Corrective Action has been completed to that authority's satisfaction; or (ii) such time as Mobil or Mobil's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; provided however, that any such determination by Mobil or Mobil's consultants shall not relieve Mobil from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) tendered by Seller to Purchaser and in consideration of Mobil's undertakings to perform Corrective Action, Purchaser's agreement to provide access, and other mutual promises contained herein, the receipt and sufficiency of which is acknowledged by the parties, Purchaser, Seller and Mobil Oil agree as follows:

TERMS

1. Purchaser hereby grants Mobil and its assignees, consultants or contractors access to the Property to undertake and complete such active remediation, passive remediation, investigation and/or monitoring of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Mobil's or Purchaser's environmental studies performed prior to Closing as provided in paragraph 5(a) of the Contract (collectively referred to herein as "Corrective Action") as Mobil deems necessary or appropriate, but subject to the terms and conditions of the Contract. The term Corrective Action shall also be deemed to mean the Mobil Work as that term is defined in the Contract; provided however, that said term shall not include any actions to close wells, remove tanks or remediate contamination associated with the operation or closure of oil and gas wells and tank farms heretofore owned or operated by the Hathaway Company, which shall not be the responsibility of Mobil. Mobil or its consultants or contractors may install, inspect, maintain, operate, replace and remove such equipment, and conduct such investigation, sampling, drilling, monitoring and other activities, as it deems necessary or appropriate to accomplish the Corrective Action, but subject to the terms and conditions of the Contract. The term Hazardous Materials as used herein shall mean any Petroleum or fraction thereof or additive thereto, Hazardous Substance, Pollutant or

Contaminant, as those terms are defined in their broadest sense by and federal, state or local law, rule, regulation or order, or amendment or modification thereto, pertaining to the protection of the environment and public health. The term, "Closing" shall mean Seller's delivery of the Deed and transfer of possession of the Property to Purchaser

2. Purchaser shall grant Mobil or its assignees access to the Property until (i) such time as the Authority, advises Mobil and/or its consultant, in writing, that the Corrective Action has been completed to the Authority's satisfaction; (ii) in the event the Authority fails to so act within a reasonable time, such time as Mobil or Mobil's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action, provided however, that any such determination by Mobil or Mobil's consultants shall not relieve Mobil from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designee; or (iii) until the completion of the Mobil Work as provided in the Contract. Purchaser agrees to execute any and all documents required by the Authority, at Mobil's sole cost and expense, to enable Mobil to conduct and complete Corrective Action on the Property. Such documents may include deed restrictions, which may not be inconsistent with the restrictions noted in the deed conveying the Property to Purchaser.

3. Mobil or its assignees shall undertake and complete Corrective Action on the Property (i) until the Authority advises the parties in writing that the Corrective Action has been completed to the satisfaction of the Authority exercising jurisdiction, or its designee, (ii) in the event the Authority fails to so act within a reasonable time, until such time as Mobil or Mobil's consultant reasonably determines that the environmental condition of the Property satisfies the applicable regulatory requirements for Corrective Action; or (iii) until the completion of the Mobil Work as provided in the Contract; provided however, that any such determination by Mobil or Mobil's consultants shall not relieve Mobil from all obligations and responsibilities to complete Corrective Action in accordance with requirements of all federal, state or local governing authorities exercising jurisdiction, or their designees. Subject to the terms of the Contract, Mobil reserves the right, in its own or Purchaser's name, if necessary, to challenge as unreasonable, arbitrary or otherwise not in accordance with law, any plan for Corrective Action proposed by any such Authority and/or any refusal by such Authority to provide Mobil or Purchaser with approval of any Corrective Action plan or proof of satisfactory completion of Corrective Action by Mobil.

4. During the time that Mobil and/or its assignees are performing Corrective Action, if Purchaser is aware of any new Hazardous Materials occurrence on site, Purchaser shall notify Mobil promptly and act to minimize the effect of such new contamination if caused by other than Mobil or its consultants or contractors.

5. In the event that Purchaser or any third party plans any construction on the Property during Seller's Corrective Action activities, including monitoring, Purchaser shall review such plans with Seller in order to accommodate and facilitate the Corrective Action to the maximum extent practicable; provided, however, that Seller shall coordinate with Purchaser's development of, or operations at, the Property so that such Corrective Action activities do not interfere with, and cause any adverse effect on, Purchaser's construction, operations or marketing

of the Property. Seller shall assume all costs and expenses of the first relocation of, and Purchaser shall assume all costs and expenses of any subsequent relocation of, any equipment installed by Mobil on the Property in connection with Corrective Action activities ("Remediation Equipment") necessary to accommodate any construction plans of Purchaser. Purchaser shall assume all costs and expenses of repairing or replacing any Remediation Equipment damaged or destroyed by Purchaser.

6. Subject to the indemnifications by Mobil set forth in Paragraph 7 hereof, Purchaser hereby releases and discharges Seller, Mobil Oil and their successors and assigns from any liability for damages, claims, causes of action, losses, costs, expenses, lost profits, goodwill and/or inconvenience related to Mobil's, its contractors', employees' or agents', access to and use of the Property for Corrective Action after Closing. This release relates only to access and is not intended and does not alter or change any other obligations, releases or indemnities otherwise agreed to in writing by the parties.

7. In consideration of Seller's delivery of the Deed and Mobil's undertakings as set forth in this Access Agreement, Purchaser **RELEASES AND DISCHARGES** Seller and Mobil Oil and the successors, agents, attorneys, employees and assigns of each of them, from and against any and all liability, damages, costs, expenses, causes of action, claims, lost profits, losses, settlements, fines and penalties (to the extent permitted by law), reasonable attorneys' fees and inconvenience related to the existence or migration of Hazardous Materials. Notwithstanding the foregoing, Purchaser's release and discharge shall not apply to, and Mobil shall defend, indemnify, and hold harmless Purchaser, its successors and assigns, its lenders, its partners, its joint venture partners, and each of their directors, officers, employees and agents, from and against

- (A) all liabilities, liens, claims, causes of action, costs, damages or expenses, including reasonable attorneys' fees and court costs, arising from Mobil's or its agents' Corrective Action activities on the Property. Mobil shall require that its consultants or contractors carry insurance coverage adequate to fulfill Mobil's indemnification obligations hereunder; and
- (B) all claims, actions, demands, rights, damages, settlements, response, remedial or inspection costs, including Corrective Action costs, expenses (including reasonable attorneys' fees), losses, fines, penalties and liabilities arising directly or indirectly from (1) any third party claims (excluding claims, by Purchaser, Purchaser's successors in title and subsequent owners and lessees of the Property) related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including by way of example but without limitation the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Mobil's or Purchaser's environmental studies performed prior to Closing, (2) the failure of Mobil to perform the Corrective Action pursuant to the terms of the Contract, (3) any

sickness, disease, death or personal or bodily injury arising out of any Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Mobil's or Purchaser's environmental studies performed prior to Closing or related to the existence of pipes, pumps, equipment or other fixtures or personal property at or under the Property for which Mobil has assumed responsibility pursuant to the Contract; (4) any violations of statutes, regulations, ordinances, directives or the requests of any governmental authorities in any way related to Hazardous Materials related to the existence or migration of Hazardous Materials which exist as of and/or prior to Closing on or under the Property, including, by way of example, but without limitation, the presence of Hazardous Materials in any groundwater and the migration of such Hazardous Materials from the Property, but excluding any Hazardous Materials that have originated from off the Property and migrated onto the Property prior to Closing to the extent the presence of such migrated Hazardous Materials is not disclosed by either Mobil's or Purchaser's environmental studies performed prior to Closing, except to the extent caused by the activities of Purchaser, or (5) the breach by Mobil of any of the representations or warranties made in the Contract. This indemnity shall also run to any bank or lending institution to which Purchaser may grant a security interest in the Property to secure a loan used by Purchaser to pay all or part of the purchase price or any subsequent construction on the Property, or to secure any refinancing of the foregoing.

8. Seller may assign to Mobil Oil, and Mobil Oil has the authority to and may perform, any or all of Seller's obligations under this Agreement.

9. The provisions contained in this Agreement, including without limitation the release and indemnity provisions, are covenants running with the land and binding upon the parties hereto, their successors in title, subsequent owners of the Property and their lessees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

SELLER:

ATTEST:

MOBIL FOUNDATION, INC.

By: S.A. Millican
Name: S.A. Millican
Its: Asst. Secretary

By: Arleen E. Lawson
Arleen E. Lawson
Executive Director

MOBIL OIL CORPORATION

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first set forth above.

SELLER:

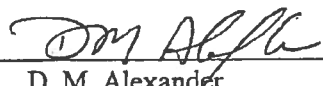
ATTEST:

MOBIL FOUNDATION, INC.

By: _____
Name: _____
Its: _____

By: _____
Arleen E. Lawson
Executive Director

MOBIL OIL CORPORATION

By: 
D. M. Alexander
Agent and Attorney-in-Fact PG

PURCHASER:

SFS NORWALK, LLC, a Delaware limited liability company

By:

Name: Douglas D O'Donnell

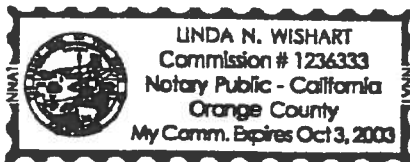
Title: President

STATE OF CALIFORNIA)

COUNTY OF Orange)ss.
)

On March 19th, 2001, before me, Linda N Wishart, Notary Public, personally appeared Douglas D O'Donnell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

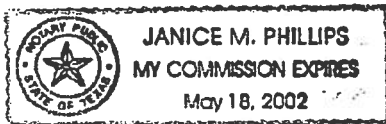


Linda N. Wishart
Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 16th day of March, 2001, before me, Janice Phillips, personally appeared Arleen E. Lawson, Executive Director, of MOBIL FOUNDATION, INC., a New York not-for-profit corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.



Janice M. Phillips
Notary's Signature

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On the _____ day of March, 2001, before me, _____, personally appeared _____, _____, of MOBIL OIL CORPORATION, a New York corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Notary's Signature

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the ____ day of March, 2001, before me, _____, personally appeared Arleen E. Lawson, Executive Director, of MOBIL FOUNDATION, INC., a New York not-for-profit corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

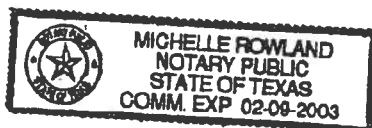
Notary's Signature

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On the 16th day of March, 2001, before me, Michelle Rowland, personally appeared D. M. Alexander, Agent and Attorney-in-Fact, of MOBIL OIL CORPORATION, a New York corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Michelle Rowland
Notary's Signature



246 Lease

Order No. 040034442
Escrow No.

RECORDING REQUESTED BY:
DODY LANEY, TITLE ASSISTANT
AND WHEN RECORDED RETURN TO:
PINTO & DUBIA, LLP
2 PARK PLAZA, SUITE 300
IRVINE, CA 92614
ATTN: TRACY D. JOHNSON, ESQ.

COPY of Document Recorded

01-0487263

MAR 26 2001

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

DOCUMENTARY TRANSFER TAX \$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

X Computed on the consideration or value of property
conveyed; OR

City of Santa Fe Springs, Los Angeles County, California

____ Computed on the consideration or value less liens or
encumbrances remaining at time of sale

Signature of Declarant or Agent determining tax - Firm
Name

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MOBIL OIL CORPORATION, a New York corporation, successor-in-interest to General Petroleum Corporation of California and Socony Mobil Oil Company, Inc., a New York corporation, does hereby REMISE, RELEASE AND QUITCLAIM to **SFS NORWALK LLC**, a Delaware limited liability company, all right, title and interest if any, in and to leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2 of Official Records, in and to the real property located in the County of Los Angeles, State of California.

MOBIL OIL CORPORATION

a New York corporation

Date: MARCH 19, 2001

By: K. T. Roonce

Name: K. T. Roonce

Its: _____

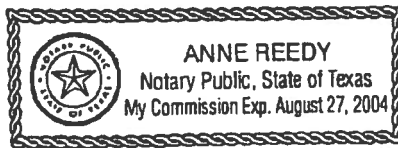
CONFORM COPY

STATE OF ~~CALIFORNIA~~ ^{TEXAS})
) ss.
COUNTY OF HARRIS)

On MARCH 19, 2001, before me, ANNE REEDY, a
Notary Public in and for said State, personally appeared
K.T. KOONCE, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anne Reedy
Notary Public



DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: MOBIL FOUNDATION, INC.

GRANTEE: SFS NORWALK LLC

AMOUNT OF REMITTANCE: \$ 2,200.00

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: John B. Agee and Sally Agee

GRANTEE: Mobil Foundation, Inc.

AMOUNT OF REMITTANCE: \$ 27.50

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

Order No. 040034442

MAR 26 2001

Minerals
COPY of Document Recorded

01-0487264

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

WHEN RECORDED MAIL TO:

Tracy Johnson, Esq.
Pinto & Dubia, LLP
2 Park Plaza, Suite 300
Irvine, California 92614

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

.....Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AGEE
JOHN B. AGEE, also known as John Blackburn Agee, and SALLY AGEE, husband and wife (collectively, "Grantors"), hereby GRANT(s) to SFS NORWALK LLC, a Delaware limited liability company, all right, title and interest, of any nature, in all oil, gas and other hydrocarbon substances lying in and/or under that certain real property situated in the County of Los Angeles, State of California, more particularly described on Exhibits "A" and "B" attached hereto, including but not limited to the interest created in the deed recorded August 16, 1922, in Book 1378 Page 75 of Official Records, and the leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded ~~June 15, 1939, in Book 17110 Page 252 of Official Records, and recorded~~ December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2, Official Records.

IN WITNESS WHEREOF, Grantors have executed this Grant Deed as of 4-11-00, 2000.

CONFORM COPY

John B. Agee
JOHN B. AGEE

Sally Agee
SALLY AGEE

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND MORE PARTICULARLY DESCRIBED AS: ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATES OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIX, TOWNSHIP THREE SOUTH, RANGE ELEVEN WEST, S.B.M. TOGETHER WITH ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF OIL GAS, OR OTHER HYDROCARBON SUBSTANCES.

EXCEPT THE EAST THIRTY FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

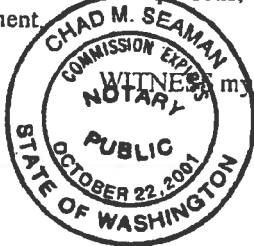
BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

EXHIBIT "B"

STATE OF Washington)
CALIFORNIA) ss.
COUNTY OF Cowlitz)

On April 7, 2000, before me, Chad M. Seaman, a
Notary Public in and for said State, personally appeared John B. Agee and
and Sally J. Agee was, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that by their signature
on the instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.



my hand and official seal.

Chad M. Seaman
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, a
Notary Public in and for said State, personally appeared _____
and _____, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities, and that by their signature
on the instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: John B. Agee and Sally Agee

GRANTEE: SFS NORWALK LLC

AMOUNT OF REMITTANCE: \$ 27.20

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

Contingency

Order No. 040034442

WHEN RECORDED MAIL TO:

Maureen Toomey
Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, Texas 77060

COPY of Document Recorded

01-0487257

MAR 26 2001

Has not been compared with original.
Original will be returned when
processing has been completed.

LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

.....Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JP
JOHN B. AGEE, also known as John Blackburn Agee, and SALLY AGEE, husband and wife (collectively, "Grantors"), hereby GRANT(s) to Mobil Foundation, Inc., a New York not-for-profit corporation, all right, title and interest, of any nature, in all oil, gas and other hydrocarbon substances lying in and/or under that certain real property situated in the County of Los Angeles, State of California, more particularly described on Exhibits "A" and "B" attached hereto, including but not limited to the interest created in the deed recorded August 16, 1922, in Book 1378 Page 75 of Official Records, and the leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2, Official Records.

IN WITNESS WHEREOF, Grantors have executed this Grant Deed as of 8-2, 2000.

CONFORM COPY

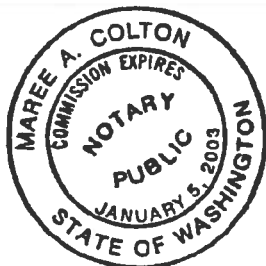
John B. Agee
JOHN B. AGEE

Sally Agee
SALLY AGEE

Washington
STATE OF ~~CALIFORNIA~~)
COUNTY OF Cowlitz) ss.

On August 2nd 2000, before me, Maree A Colton,
a Notary Public in and for said State, personally appeared
Sally J Agee and John B Agee,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to the within instrument and acknowledged to me that they executed the same in
their authorized capacities, and that by their signature on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Maree A Colton
Notary Public

MAREE A. COLTON

Exhibit A

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

01 0469651

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: John B. Agree and Sally Agree

GRANTEE: Mobil Foundation, Inc.

AMOUNT OF REMITTANCE: \$ 27.50

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

01 0469651

②

01-0487258

Order No. 040034442
Escrow No.

WHEN RECORDED MAIL TO:

Maureen Toomey
Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, Texas 77060

COPY of Document Recorded
MAR 26 2001

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

.....Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HATHAWAY COMPANY, a California corporation (incorporated on May 8, 1985), successor-in-interest to Pyramid Oil Company, a California corporation, does hereby REMISE, RELEASE AND QUITCLAIM to Mobil Foundation, Inc., a New York not-for-profit corporation, all right, title and interest in and to leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2 of Official Records, in and to the real property located in the County of Los Angeles, State of California, described as:

SEE ATTACHED LEGAL DESCRIPTION

Date: July 28, 2000

CONFORM COPY

Date: July 28, 2000

HATHAWAY COMPANY,
a California corporation

By: Julian I. Hathaway
Julian I. Hathaway
Its President

By: Helen M. Hathaway
Helen M. Hathaway
s Secretary

Exhibit A

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

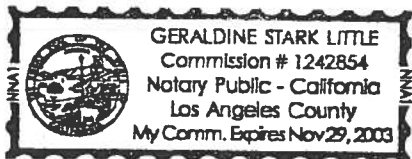
Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 2000, before me, GERALDINE STARK LITTLE, a Notary Public in and for said State, personally appeared Julian I. Hathaway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

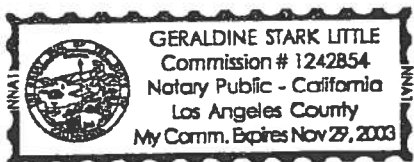


Geraldine Stark Little
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 2000, before me, GERALDINE STARK LITTLE, a Notary Public in and for said State, personally appeared Helen M. Hathaway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Geraldine Stark Little
Notary Public

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: Hathaway Company

GRANTEE: Mobil Foundation, Inc.

AMOUNT OF REMITTANCE: \$ 330.00

Computed on full value of property conveyed

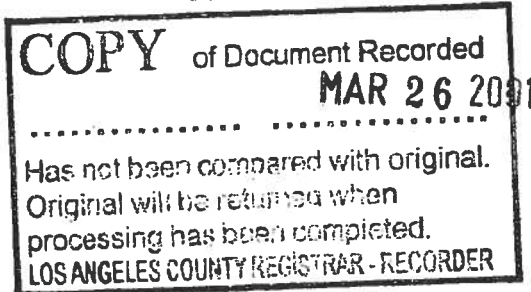
STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

ORDER NO. 99112462
ESCROW NO.

01-0487260



RECORDING REQUESTED BY:
DODY LANEY, TITLE ASSISTANT,
STEWART TITLE OF CALIFORNIA, INC.
AND WHEN RECORDED RETURN TO:
PINTO & DUBIA, LLP
2 PARK PLAZA, SUITE 300
IRVINE, CA 92614
ATTN: TRACY D. JOHNSON, ESQ.

CORPORATION GRANT DEED

CONFORM COPY

FOR VALUE RECEIVED, MOBIL FOUNDATION, INC., a New York not-for-profit corporation, having its principal office at 5959 Las Colinas Boulevard, Irving, Texas 75039 ("Grantor"), hereby grants to SFS NORWALK LLC, a Delaware limited liability company, having an office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Grantee"), all that certain real property described on Exhibit "A", attached hereto and made part hereof, together with any and all improvements, easements, privileges, and rights appurtenant thereto (the "Property").

This conveyance is SUBJECT to any and all encumbrances, conditions, restrictions and other matters of record.

This conveyance is FURTHER SUBJECT to the following restrictive covenants. As part of the consideration for this conveyance, the Grantee for itself, its successors and assigns, covenants and agrees that from the date of this Deed:

- (1) The Property shall be used for commercial, industrial, or office purposes only;
- (2) Neither the Property nor any part thereof shall at any time be used for residential purposes, day care facilities, food preparation facilities, schools, or playgrounds;
- (3) Irrigation and drinking water wells shall be prohibited; and
- (4) Subsurface structures (including, without limitation, basements and below ground parking, but excluding building foundations and below ground utilities) are prohibited.

These restrictive covenants shall run with the land and are binding on the Grantee, Grantee's successors in title, and subsequent owners and lessees of the Property.

This conveyance is FURTHER SUBJECT to the *Agreement for Indemnification and Access to Property After Transfer of Title* ("Access Agreement") by and among Grantor, Mobil Oil Corporation and Grantee, recorded on the same date as this Deed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and/or assigns forever; and Grantor does hereby bind itself and its successors and/or assigns, to WARRANT AND FOREVER defend all and singular the Property unto Grantee and its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, from, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 23 day of March, 2001.

ATTEST:

MOBIL FOUNDATION, INC.
a New York not-for-profit corporation

By: S. A. Millican
Name: S. A. Millican
Title: Asst. Secretary

By: Arleen E. Lawson
Arleen E. Lawson
Executive Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 23rd day of March, 2001, before me, Janice M. Phillips, personally appeared Arleen E. Lawson, Executive Director, of Mobil Foundation, Inc., a New York not-for-profit corporation, ☐ personally known to me, or ☐ proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Janice M. Phillips
Notary's Signature

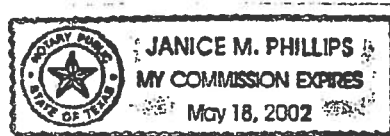


EXHIBIT "A"

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

4
ORDER No. 99112462
ESCROW No.

old copy - lost
[REDACTED]

COPY of Document Recorded

4
RECORDING REQUESTED BY:
DODY LANEY, TITLE ASSISTANT,
STEWART TITLE OF CALIFORNIA, INC.
AND WHEN RECORDED RETURN TO:
PINTO & DUBIA, LLP
2 PARK PLAZA, SUITE 300
IRVINE, CA 92614
ATTN: TRACY D. JOHNSON, ESQ.

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

CORPORATION GRANT DEED

FOR VALUE RECEIVED, MOBIL FOUNDATION, INC., a New York not-for-profit corporation, having its principal office at 5959 Las Colinas Boulevard, Irving, Texas 75039 ("Grantor"), hereby grants to SFS NORWALK LLC, a Delaware limited liability company, having an office at 3 Civic Plaza, Suite 160, Newport Beach, California 92660 ("Grantee"), all that certain real property described on Exhibit "A", attached hereto and made part hereof, together with any and all improvements, easements, privileges, and rights appurtenant thereto (the "Property").

This conveyance is **SUBJECT** to any and all encumbrances, conditions, restrictions and other matters of record.

This conveyance is **FURTHER SUBJECT** to the following restrictive covenants. As part of the consideration for this conveyance, the Grantee for itself, its successors and assigns, covenants and agrees that from the date of this Deed:

- (1) The Property shall be used for commercial, industrial, or office purposes only;
- (2) Neither the Property nor any part thereof shall at any time be used for residential purposes, day care facilities, food preparation facilities, schools, or playgrounds;
- (3) Irrigation and drinking water wells shall be prohibited; and
- (4) Subsurface structures (including, without limitation, basements and below ground parking, but excluding building foundations and below ground utilities) are prohibited.

These restrictive covenants shall run with the land and are binding on the Grantee, Grantee's successors in title, and subsequent owners and lessees of the Property.

CONFORM COPY

This conveyance is FURTHER SUBJECT to the *Agreement for Indemnification and Access to Property After Transfer of Title* ("Access Agreement") by and among Grantor, Mobil Oil Corporation and Grantee, recorded on the same date as this Deed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and its successors and/or assigns forever; and Grantor does hereby bind itself and its successors and/or assigns, to WARRANT AND FOREVER defend all and singular the Property unto Grantee and its successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, from, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 16th day of March, 2001.

ATTEST:

MOBIL FOUNDATION, INC.
a New York not-for-profit corporation

By: S.A. Millican
Name: S.A. Millican
Title: Asst. Secretary

By: Arleen E. Lawson
Arleen E. Lawson
Executive Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 16th day of March, 2001, before me, Janice Phillips, personally appeared Arleen E. Lawson, Executive Director, of Mobil Foundation, Inc., a New York not-for-profit corporation, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Janice M. Phillips
Notary's Signature

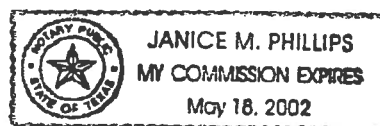


EXHIBIT "A"

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: MOBIL FOUNDATION, INC.

GRANTEE: SFS NORWALK LLC

AMOUNT OF REMITTANCE: \$ 2,200.00

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: _____

Dody Laney

KENNETH P. HAHN
LOS ANGELES COUNTY ASSESSOR
(213) 974-3101

PRELIMINARY CHANGE OF OWNERSHIP REPORT

(To be completed by transferee (buyer) prior to transfer of subject property in accordance with Section 480.3 of the Revenue and Taxation Code.) A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located; this particular form may be used in all 58 counties of California.

THIS REPORT IS NOT A PUBLIC DOCUMENT

SELLER/TRANSFEROR: Mobil Foundation, Inc., a New York not-for-profit corporation

BUYER/TRANSFeree: SFS NORWALK LLC, a Delaware limited liability company

ASSESSOR'S PARCEL NUMBER(S): 8009-025-008

PROPERTY ADDRESS OR LOCATION: 10607 Norwalk Boulevard, Santa Fe Springs, California

MAIL TAX INFORMATION TO: Douglas D. O'Donnell

ADDRESS 3 Civic Plaza, Suite 160, Newport Beach, California 92660

PHONE NUMBER (8 a.m.-5 p.m.): (949) 718-9898

FOR ASSESSOR'S USE ONLY	
APN	
RA Y <input type="checkbox"/> N <input type="checkbox"/>	
GRID	MULT <input type="checkbox"/>
REC DATE	

NOTICE: A lien for property taxes applies to your property on January 1 of each year for the taxes owing in the following fiscal year, July 1 through June 30. One-half of these taxes is due November 1, and one-half is due February 1. The first installment becomes delinquent on December 10, and the second installment becomes delinquent on April 10. One tax bill is mailed before November 1 to the owner of record. **IF THIS TRANSFER OCCURS AFTER JANUARY 1 AND ON OR BEFORE DECEMBER 31, YOU MAY BE RESPONSIBLE FOR THE SECOND INSTALLMENT OF TAXES DUE FEBRUARY 1.**

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Los Angeles County Assessor. For further information on your supplemental roll obligation, please call the Los Angeles County Assessor at (213) 974-3101.

PART I: TRANSFER INFORMATION

Please answer all questions.

YES NO

- ☐ X A. Is this transfer solely between husband and wife (Addition of a spouse, death of a spouse, divorce settlement, etc.)?
- ☐ X B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property (for example, a name change upon marriage)?
- ☐ X C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
- ☐ X D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner)?
- ☐ X E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
- ☐ X F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
- ☐ X G. Does this transfer return property to the person who created the joint tenancy [original transferor]?
- ☐ X H. Is this transfer of property:
- ☐ X 1. to a trust for the benefit of the grantor, or grantor's spouse?
- ☐ X 2. to a trust revocable by the transferor?
- ☐ X 3. to a trust from which the property reverts to the grantor within 12 years?
- ☐ X I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
- ☐ X *J. Is this a transfer between parent(s) to child(ren) ☐ or from grandparent(s) to Grandchild(ren)? ☐
- ☐ X *K. Is this transaction to replace a principal residence by a person 55 years of age or older?
- Within the same county? ☐ Yes ☐ No
- ☐ X *L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code Section 69.5? Within the same county? ☐ Yes ☐ No

***If you checked yes to J, K or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. Failure to file a claim results in the reassessment of the property.**

Please provide any other information that would help the Assessor to understand the nature of the transfer.

IF YOU HAVE ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, EXCEPT J, K OR L, PLEASE SIGN AND DATE;
 OTHERWISE COMPLETE BALANCE OF THE FORM.

PART II: OTHER TRANSFER INFORMATION

- A. Date of transfer if other than recording date _____
- B. Type of transfer. Please check appropriate box.
- ☒ Purchase ☐ Foreclosure ☐ Gift ☐ Trade or Exchange ☐ Merger, Stock, or Partnership Acquisition
- ☐ Contract of Sale - Date of Contract _____
- ☐ Inheritance - Date of Death _____ ☐ Other: Please explain: _____
- ☐ Creation of a Lease ☐ Assignment of a Lease ☐ Termination of a Lease ☐ Sale/Leaseback
- ☐ Date lease began _____
- ☐ Original term in years (including written options) _____
- ☐ Remaining term in years (including written options) _____
- C. Was only a partial interest in the property transferred? ☐ Yes ☒ No
- If yes, indicate the percentage transferred _____ %

(PRELIMINARY CHANGE OF OWNERSHIP REPORT)

Please answer, to the best of your knowledge, all applicable questions, sign and date. If a question does not apply, indicate with "N/A."

PART III: PURCHASE PRICE AND TERMS OF SALE

- A. CASH DOWN PAYMENT OR Value of Trade or Exchange (excluding closing costs) Amount \$2,357,000.00
- B. FIRST DEED OF TRUST @ 0 % interest for years. Pymts./Mo = \$ (Prin. & Int. only) Amount \$ N/A
- ☐ FHA (Discount Points) ☐ Fixed Rate ☐ New Loan
- ☐ Conventional ☐ Variable Rate ☐ Assumed Existing Loan Balance
- ☐ VA (Discount Points) ☐ All Inclusive D.T. (\$ wrapped) ☐ Bank or Savings & Loan
- ☐ Cal-Vet ☐ Loan Carried by Seller ☐ Finance Company
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- C. SECOND DEED OF TRUST @ % interest for years. Pymts./Mo = \$ (Prin. & Int. only) Amount \$ N/A
- ☐ Bank or Savings & Loan ☐ Fixed Rate ☐ New Loan
- ☐ Loan Carried by Seller ☐ Variable Rate ☐ Assumed Existing Loan Balance
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- D. OTHER FINANCING: Is other financing involved not covered in (b) or (c) above? ☐ Yes ☐ No Amount \$ N/A
- Type @ % interest for years. Pymts./Mo. = \$ (Prin. & Int. only)
- ☐ Bank or Savings & Loan ☐ Fixed Rate ☐ New Loan
- ☐ Loan Carried by Seller ☐ Variable Rate ☐ Assumed Existing Loan Balance
- Balloon Payment ☐ Yes ☐ No Due Date Amount \$
- E. WAS AN IMPROVEMENT BOND ASSUMED BY THE BUYER ☐ Yes ☐ No Outstanding Balance: Amount \$ N/A
- F. TOTAL PURCHASE PRICE (or acquisition price, if traded or exchanged, include real estate commission if paid.)
- Total Items A through E \$2,357,000.00
- G. PROPERTY PURCHASED: ☐ Through a broker ☒ Direct from seller ☐ From a family member ☐ Other (explain)
- If purchased through a broker, provide broker's name and phone number:
- Please explain any special terms, seller concessions, or financing and any other information that would help the Assessor understand the purchase price and terms of sale.

PART IV: PROPERTY INFORMATION

- A. TYPE OF PROPERTY TRANSFERRED:
- ☐ Single-family residence ☐ Agricultural ☐ Timeshare
- ☐ Multiple-family residence (no. of units:) ☐ Co-op/Own-your-own ☐ Manufactured home
- ☐ Commercial/Industrial ☐ Condominium ☒ Unimproved lot
- ☐ Other (Description:)
- B. IS THE PROPERTY INTENDED AS YOUR PRINCIPAL RESIDENCE? ☐ Yes ☒ No
- If yes, enter the date of occupancy / / , 19 or intended occupancy / / , 19
- Month Day Month Day
- C. IS PERSONAL PROPERTY INCLUDED IN THE PURCHASE PRICE? (i.e., furniture, farm equipment, machinery, etc.)
- (other than a manufactured home subject to local property tax?) ☐ Yes ☒ No
- If yes, enter the value of the personal property included in the purchase price \$ (Attach itemized list of personal property)
- D. IS A MANUFACTURED HOME INCLUDED IN PURCHASE PRICE? ☐ Yes ☒ No
- If yes, how much of the purchase price is allocated to the manufactured home? \$
- Is the manufactured home subject to local property tax? ☐ Yes ☐ No What is the Decal Number?
- E. DOES THE PROPERTY PRODUCE INCOME? ☐ Yes ☒ No If yes, is the income from:
- ☐ Lease/Rent ☐ Contract ☐ Mineral Rights ☐ Other -- explain:
- F. WHAT WAS THE CONDITION OF THE PROPERTY AT THE TIME OF SALE?
- ☐ Good ☐ Average ☒ Fair ☐ Poor
- Please explain the physical condition of the property and provide any other information (such as restrictions, etc.) that would assist the Assessor in determining the value of the property.

I certify that the foregoing is true, correct and complete to the best of my knowledge and belief.

Signed SEE ATTACHED SIGNATURE PAGE Date: March , 2001

New Owner/Corporate Officer

Please Print Name of New Owner/Corporate Officer Douglas D. O'Donnell Phone Number (8 a.m.-5 p.m.) (949) 718-9898

(NOTE: The Assessor may contact you for further information)


If a document evidencing a change of ownership is presented to the recorder for recordation without the concurrent filing of a preliminary change of ownership report, the recorder may charge an additional recording fee of twenty dollars (\$20).

SIGNATURE OF NEW OWNER TO ATTACH TO
PRELIMINARY CHANGE OF OWNERSHIP REPORT

SFS NORWALK LLC, a Delaware limited liability company

By: By: ODSFS Santa Fe Springs LLC, a
Delaware limited liability company, its Member

By: The O'Donnell Group, Inc., a
California corporation, its Manager

By: 
Douglas D. O'Donnell, President

DOCUMENTARY TRANSFER TAX DISCLOSURE

**STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.**

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: MOBIL FOUNDATION, INC.

GRANTEE: SFS NORWALK LLC

AMOUNT OF REMITTANCE: \$ 2,200.00

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

Order No. 040034442

Escrow No.

WHEN RECORDED MAIL TO:

Maureen Toomey
Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, Texas 77060

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

.....Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HATHAWAY COMPANY, a California corporation (incorporated on May 8, 1985), successor-in-interest to Pyramid Oil Company, a California corporation, does hereby REMISE, RELEASE AND QUITCLAIM to Mobil Foundation, Inc., a New York not-for-profit corporation, all right, title and interest in and to leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2 of Official Records, in and to the real property located in the County of Los Angeles, State of California, described as:

SEE ATTACHED LEGAL DESCRIPTION

Date:

July 28, 2000

HATHAWAY COMPANY,

a California corporation

By:

Julian I. Hathaway

Julian I. Hathaway
Its President

Date:

July 28, 2000

By:

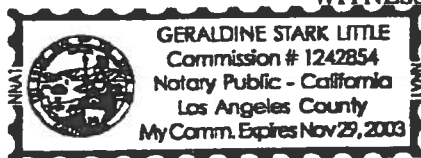
Helen M. Hathaway

Helen M. Hathaway
Its Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 2000, before me, GERALDINE STARK LITHE a Notary Public in and for said State, personally appeared Julian I. Hathaway, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

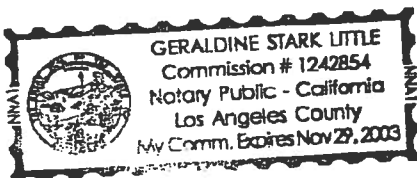


Heraldine Stark Little
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 2000, before me, GERALDINE STARK LITTLE,
Notary Public in and for said State, personally appeared Helen M. Hathaway, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the
within instrument and acknowledged to me that she executed the same in her authorized capacity, and
that by her signature on the instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.



Geraldine Stark Little
Notary Public

Exhibit A

CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

3

Order No. 040034442
Escrow No. @
Loan No. @

01-0487259 Q46 Lease 2

WHEN RECORDED MAIL TO:

Tracy Johnson, Esq.
Pinto & Dubin, LLP
2 Park Plaza, Suite 300
Irvine, California 92614

COPY of Document Recorded
MAR 26 2001
 Has not been compared with original.
 Original will be returned when
 processing has been completed.

LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK
 SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ No Consideration

.....Computed on the consideration or value of property conveyed: OR
Computed on the consideration or value less liens or encumbrances
 remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Pyramid Oil Company, a California corporation, successor by merger on October 21, 1970, to Hathaway Company, a California corporation, does hereby REMISE, RELEASE AND QUITCLAIM to Hathaway Company, a California corporation (incorporated on May 8, 1985), all rights, title and interest to leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded June 15, 1939, in Book 17110 Page 252 of Official Records, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2 of Official Records, in and to the real property located in the City of Santa Fe Springs, County of Los Angeles, State of California, described as:

SEE ATTACHED LEGAL DESCRIPTION

Date: 04/11/00

CONFORM COPY

Date: 04/11/00

PYRAMID OIL COMPANY, a California corporation

By: J. Ben Hathaway
J. Ben Hathaway, President

Its: _____
By: John H. Alexander
John H. Alexander, Vice President
Its: _____

MAIL TAX STATEMENTS TO:

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND MORE PARTICULARLY DESCRIBED AS: ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATES OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIX, TOWNSHIP THREE SOUTH, RANGE ELEVEN WEST, S.B.M. TOGETHER WITH ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF OIL GAS, OR OTHER HYDROCARBON SUBSTANCES.

EXCEPT THE EAST THIRTY FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

PAGE 1 of 2

EMOMG 01228

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

LEGAL DESCRIPTION

PAGE 2 of 2

EMOMG 01229

STATE OF CALIFORNIA)

COUNTY OF Kern

On April 11, 2000, before me, Judie L. Canard, a Notary Public in and for said State, personally appeared J. Ben Hathaway and John H. Alexander, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Julie L. Canard
Notary Public

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____ and _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Order No. 040034442
Escrow No.

WHEN RECORDED MAIL TO:

Tracy Johnson, Esq.
Pinto & Dubia, LLP
2 Park Plaza, Suite 300
Irvine, California 92614

COPY of Document Recorded

01-0487262

MAR 26 2001

Has not been compared with original.
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

DOCUMENTARY TRANSFER TAX \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

.....Computed on the consideration or value of property conveyed; OR

.....Computed on the consideration or value less liens or encumbrances

remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HATHAWAY COMPANY, a California corporation (incorporated on May 8, 1985), successor-in-interest to Pyramid Oil Company, a California corporation, does hereby REMISE, RELEASE AND QUITCLAIM to SFS Norwalk LLC, a Delaware limited liability company, all rights, title and interest in and to leases recorded June 23, 1920, in Book 138 Page 118 of Leases, and recorded June 15, 1939, in Book 17110 Page 252 of Official Records, and recorded December 15, 1939, in Book 17110 Page 252 of Official Records, and recorded June 30, 1941, in Book 18601 Page 2 of Official Records, in and to the real property located in the County of Los Angeles, State of California, described as:

SEE ATTACHED LEGAL DESCRIPTION

CONFORM COPY

Date: MARCH 30, 2000

HATHAWAY COMPANY,
a California corporation

By: Julian I. Hathaway

Julian I. Hathaway

Its: President

Date: MARCH 30, 2000

By: Helen M. Hathaway

Helen M. Hathaway

Its: Secretary

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION SIX (6), TOWNSHIP THREE (3) SOUTH, RANGE ELEVEN (11) WEST, S.B.M., IN THE CITY OF SANTA FE SPRINGS.

EXCEPT THE EAST THIRTY (30) FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY AND AS EXCEPTED IN DEEDS OF RECORD.

FURTHER EXCEPTING THEREFROM, THAT PARCEL OF LAND AS CONVEYED IN THAT GRANT DEED FROM GENERAL PETROLEUM CORPORATION TO ERNEST R. KARNS AND RUTH M. KARNS, HUSBAND AND WIFE, DATED JUNE 5, 1950 AND RECORDED JUNE 14, 1950 IN BOOK 33386, PAGE 239, AS INSTRUMENT NO. 2977, OFFICIAL RECORDS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL OIL, GAS AND HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND AS RESERVED IN THAT GRANT DEED FROM JOHN RUSSELL AGEE AND WINIFRED H. AGEE, HIS WIFE, TO GENERAL PETROLEUM CORPORATION, DATED JULY 31, 1922, AND RECORDED AUGUST 16, 1922, IN BOOK 1378, PAGE 75 OF THE OFFICIAL RECORDS OF SAID COUNTY.

LEGAL DESCRIPTION

PAGE 1 of 2

EMOMG 01232

DESCRIPTION: THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES CONTAINED IN SAID LAND MORE PARTICULARLY DESCRIBED AS: ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATES OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SIX, TOWNSHIP THREE SOUTH, RANGE ELEVEN WEST, S.B.M. TOGETHER WITH ALL RIGHTS INCIDENT OR NECESSARY TO THE CONVENIENT EXTRACTION OF OIL GAS, OR OTHER HYDROCARBON SUBSTANCES.

EXCEPT THE EAST THIRTY FEET RESERVED FOR ROADS, RAILROADS, DITCHES AND WATER COURSES BY DEED RECORDED IN BOOK 60 PAGE 406 OF DEEDS, RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 380.0 FEET; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET; THENCE EASTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 380.0 FEET; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, 100.85 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

PAGE 2 of 2

EMOMG 01233

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On MARCH 30, 2000, before me, GERALDINE STARK LITTLE,
a Notary Public in and for said State, personally appeared
JULIAN I. HATHAWAY and HELEN M. HATHAWAY,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to the within instrument and acknowledged to me that they executed the same in
their authorized capacities, and that by their signature on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Geraldine Stark Little
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____,
a Notary Public in and for said State, personally appeared _____
_____ and _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose
names are subscribed to the within instrument and acknowledged to me that they executed the same in
their authorized capacities, and that by their signature on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

DOCUMENTARY TRANSFER TAX DISCLOSURE

STEWART TITLE OF CALIFORNIA, INC. IS LICENSED BY THE
STATE OF CALIFORNIA UNDER THE DEPARTMENT OF INSURANCE.

Statement of tax due and request that said amount not be made
part of permanent record in the office of the county recorder.

Los Angeles County Recorder

The amount of remittance below is in full payment of the
Documentary Transfer Tax for the document attached and
described below. When tax payment is verified and after the
permanent record is made, attach this request to the document
pursuant to Section 11932 R & T Code.

GRANTOR: Hathaway Company

GRANTEE: SFS NORWALK LLC

AMOUNT OF REMITTANCE: \$ 335.50

Computed on full value of property conveyed

STEWART TITLE GUARANTY COMPANY

By: 

Dody Laney

**AMENDMENT TO CONTRACT OF SALE AND
ASSUMPTION OF CORRECTIVE ACTION & INDEMNIFICATION BY
PREDECESSOR IN TITLE**

THIS AMENDMENT AGREEMENT ("Agreement") is made this 2nd day of September, 1999 by and among MOBIL FOUNDATION, INC., a New York not-for-profit corporation ("Seller"), THE O'DONNELL GROUP, INC., a California corporation ("Buyer"), and MOBIL OIL CORPORATION ("Mobil Oil").

WITNESSETH:

WHEREAS, the Seller and Buyer entered into a Contract of Sale ("Sale Agreement") dated June 17, 1999 for the conveyance to Buyer of certain property located in Santa Fe Springs, Los Angeles County, California as more particularly described therein ("Property"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Sale Agreement; and

WHEREAS, Mobil Oil entered into an Assumption of Corrective Actions & Indemnifications by Predecessor In Title dated June 17, 1999 (the "Indemnification Agreement"), pursuant to the terms of which Mobil Oil assumed Seller's responsibility and liability for the performance of the Corrective Action and Seller's indemnifications provided for in said Sale Agreement; and

WHEREAS, the parties have been advised that certain previously abandoned oil wells located on the Property may have to be re-abandoned and certain pipelines removed; and

WHEREAS, the parties have agreed to extend the Inspection Period and the date of Closing under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Buyer, Seller and Mobil Oil agree as follows:

1. Seller and/or Mobil Oil shall undertake, with reasonable diligence, at Seller's and/or Mobil Oil's sole cost and expense, the abandonment or re-abandonment of up to five (5) previously abandoned wells on the Property, namely Jalk No. 1, Jalk No. 2, Jalk No. 3, Jalk No. 4, and Jalk No. 114, as required by the California Division of Oil, Gas and Geothermal Resources. Seller and Mobil Oil each agrees that the term Corrective Action as defined in the Sale Agreement and in the Indemnification Agreement shall include any work associated with the abandonment or re-abandonment of such wells, and such work shall be completed no later than November 30, 1999, except to the extent a Force Majeure event as described below delays such completion, in which event the completion date shall be extended for a period equal to the duration of the Force Majeure. *Jalk*

2. Buyer shall undertake, with reasonable diligence, to locate Seller's pipelines on the Property, by appropriate means determined by Buyer, including but not limited to trenching or electronic metal sounding, and to drain, cap and remove such pipelines from the Property ("Pipeline Work"). Seller shall provide to Buyer, no later than September 10, 1999, information in Seller's possession regarding the location of any of Seller's pipelines on the Property. All Pipeline Work must be completed by Buyer no

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later than November 30, 1999, except to the extent a Force Majeure event delays such completion, in which event the completion date shall be extended for a period equal to the duration of the Force Majeure. Notwithstanding the foregoing, in the event that Buyer does not proceed to Closing under the Sale Agreement, Buyer shall have no obligation whatsoever to complete the Pipeline Work and any obligations of Buyer hereunder with respect to such Pipeline Work shall terminate (except with respect to any monetary obligations of Buyer under its contract with ATC. All Pipeline Work must be carried out by Buyer's consultant ATC, Inc. ("ATC") and ATC's subcontractors approved by both Buyer and Seller, pursuant to contracts which provide:

2 (i) ATC and its subcontractors shall defend, indemnify and hold harmless Seller, Mobil Oil and Buyer, their respective directors, officers, employees, agents, successors and assigns, from and against all liabilities, liens, claims, causes of action, costs, damages or expenses, including reasonable attorney's fees and court costs, arising from their activities on the Property; provided, however, such obligation to indemnify and hold harmless shall not include any clean-up or containment costs or any other loss, liability or expense that may result from the discovery or presence of Hazardous Materials discovered in the pipelines provided that ATC and its subcontractors comply with the provisions of subsection (iv) below.

(ii) ATC and its subcontractors shall maintain commercial liability general insurance on an occurrence basis protecting against any liability occasioned by any occurrence on or about the Property and containing contractual liability coverage. Such insurance shall be initially in minimum amounts of five million dollars (\$5,000,000.) per occurrence and shall be for a minimum term of one (1) year. Each of said policies of insurance shall name Seller as an additional insured. All insurance policies required under the contracts shall be issued by insurance companies licensed to do business in California with a financial rating of at least A:VII as rated in the most recent edition of Best Insurance Reports and in business for the past five (5) years. On or before the commencement of work on the Property, ATC and its subcontractors shall provide to Seller copies of policies or certificates of insurance evidencing the coverages required by this section.

(iii) Seller and Mobil Oil shall be named as a party under each contract for the purpose of enforcing the provisions of this Section 2.

(iv) ATC and its subcontractors shall comply with all applicable laws with respect to any work performed on the Property, including, without limitation, proper handling of Hazardous Materials and the use of generally accepted procedures for pipeline removal.

If during the performance of the Pipeline Work Buyer discovers Hazardous Materials in Seller's pipelines, Buyer will promptly notify Seller, and ATC, on behalf of and at the request of Seller and Mobil Oil, shall cause all such Hazardous Materials to be placed into proper storage tanks on the Property. Seller and/or Mobil Oil will, within ten (10) days following notice from Buyer, remove and properly dispose of such product, but in all events such product shall be removed from the Property on or before the completion of the Pipeline Work. If Buyer does not proceed to Closing under the Sale Agreement, Buyer will backfill and level to grade the Property, and Seller will, promptly upon Seller's receipt of the documentation required below, reimburse Buyer up to \$25,000 for the reasonable third party costs incurred by Buyer in performing the Pipeline Work. If Buyer closes on the Property, Seller will, promptly upon Seller's receipt of the documentation required below, reimburse Buyer for the reasonable third party costs incurred by Buyer in performing the Pipeline Work in excess of \$25,000 and up to \$50,000. In no event shall Seller's total reimbursement obligation under this subsection exceed \$25,000. All reimbursements made by Seller shall be based upon original paid and receipted third party invoices delivered to Seller.

3. The provisions of subsection 17(4) of the Sale Agreement shall not be applicable to the Pipeline Work, provided, that the ATC contract and subcontracts contain the requirements set forth in (i) through (iv) in section 2 above, and Seller agrees to look only to ATC and its subcontractors with respect to matters arising from the Pipeline Work.

4. The Inspection Period shall be extended from August 11, 1999 until September 28, 1999 and the Closing shall be extended from August 16, 1999 to September 30, 1999, time being of essence.

5. A delay in, or failure of, performance of Seller as to its obligation in 1 or 2, above, shall not constitute a default hereunder or give rise to any claim for damage or demurrage if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party thereby affected including, but not limited to, acts of God or of the public enemy, expropriation or confiscation of facilities or compliance with any law, order, directive regulation or request of any governmental authority or person(s) purporting to act therefor, affecting to a degree not presently existing, the supply, availability, or use of materials or labor, acts of war, whether war is declared or not, public disorder(s), insurrection(s), rebellion or sabotage, flood(s) riot(s) strike(s) or any cause(s) whatsoever, whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent, remove or abate (collectively "Force Majeure"). If Seller is prevented from performing for any reason, Seller shall immediately notify Buyer in writing of the cause for such non-performance or the anticipated extent of the delay.

6. The Sale Agreement and the Indemnification Agreement as modified hereby, shall continue in full force and effect.

7. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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IN WITNESS whereof the parties have executed this Agreement as of the day and year first set forth above.

MOBIL FOUNDATION, INC.

By: Maureen Toomey
Maureen Toomey
Assistant Property Manager (JW)

MOBIL OIL CORPORATION

By: D. J. Rasmussen
Name: D. J. Rasmussen
Title: Attorney-in-Fact

THE O'DONNELL GROUP, INC.

By: D. O'Donnell
Name: D. O'Donnell
Title: President

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AFFIDAVIT OF NON-PRODUCTION

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

The undersigned is the lessee under the "Lease" (hereinafter defined) of the following described land (the "Property") in the City of Santa Fe Springs, County of Los Angeles, State of California, to wit:

SEE ATTACHED EXHIBIT "A"

That the Property described in Exhibit "A" is subject to that certain Community Oil and Gas Lease recorded on June 23, 1920, in Book 138, Page 118 of Leases, and recorded December 15, 1939, in Book 17110, Page 252, of Official Records, and recorded June 30, 1941, in Book 18601, Page 2 of Official Record, and to that certain Partial Assignment of Lease in favor of Hathaway, effective September 5, 1939, recorded in Book 17027, Page 205 of Official Records (collectively, the "Lease").

That under the terms of the Lease, the lease term shall be for twenty (20) years and so long thereafter as oil/or gas, hydrocarbons or kindred substances may be produced in "paying quantities" by means of any wells or other works constructed or in the course of construction at the expiration of said period of twenty (20) years. The term "paying quantities", as defined in Paragraph 15 of the Lease, includes wells that produce at least fifty (50) barrels per day from a depth of three thousand (3000) feet, or less, or a well that produces one hundred (100) barrels per day from a depth in excess of three thousand (3000) feet. Excluded from such definition, however, are wells to be operated on the expiration of the aforementioned twenty (20) year period, and in such case, the lessee may operate such well as the lessee in its discretion shall deem sufficiently productive to operate.

That affiant knows from personal observation that the wells on the subject Property which are subject to the Lease are not producing in paying quantities. Furthermore, pursuant to Paragraph 15 of the Lease, the undersigned, in its discretion, has determined that such wells are not producing sufficiently to operate; therefore, the undersigned intends to permanently abandon such wells.

This affidavit is made for the purposes of inducing STEWART TITLE OF CALIFORNIA, INC. ("Stewart") to insure title to the Property without exception to any claims arising from the matters referred to herein. The undersigned hereby indemnifies and holds Stewart harmless from any loss or damage which it may sustain under its policies of title insurance to the extent any of the information contained herein is incorrect.

Dated: July 28, 2000

HATHAWAY COMPANY,
a California corporation

By: Julian I. Hathaway
Julian I. Hathaway, President

By: Helen M. Hathaway
Helen M. Hathaway, Secretary

EXHIBIT "A"

DESCRIPTION OF PROPERTY

CITY OF SANTA FE SPRINGS

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

EXHIBIT "A"

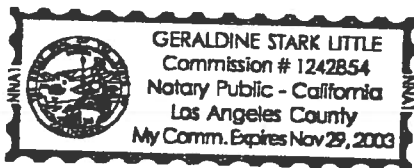
ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On July 28, 2000 before me, GERALDINE STARK LITTLE,
(DATE) (NOTARY)
personally appeared Julian L. Hathaway and Helen M. Hathaway
SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Geraldine Stark Little
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

*Original in
1- Steward Title
1- Hathaway Co.*

Recording requested by

When recorded mail to

Maureen Toomey
Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, Texas 77060

Space above this line for Recorder's use

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into this 28th day of July, 2000, by and between Mobil Foundation, Inc., a New York not-for-profit corporation ("Owner"), and Hathaway Company, Inc., a California corporation (collectively, "Grantee").

Recitals

A. Owner holds the fee title to that certain land commonly known as 10607 Norwalk Boulevard, Santa Fe Springs, Los Angeles County, California, as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

B. Grantee is the owner of that certain adjacent property commonly known as 10707 Norwalk Boulevard in Santa Fe Springs, Los Angeles County, California, as more particularly described on Exhibit "G" which is attached hereto and incorporated herein by this reference ("Grantee's Property").

C. In the past, Grantee has had the right to enter certain portions of the Property in connection with an oil and gas lease (the "Lease"). Grantee also has had pipelines and associated fixtures located at the Property which Owner now desires to have properly closed, removed, and relocated and which Grantee agrees to close, remove, and relocate upon the payment of \$304,507.00 by Owner in accordance with the terms of that certain Construction Fund Escrow Agreement of even date herewith.

D. As an integral and material part of the consideration for Owner's granting of the easement described herein, Owner and Grantee have agreed to apportion responsibility for the Investigation (as defined below) and the Remediation (as defined below) of Hazardous Materials (as defined below) in, on, under, or about the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Owner and Grantee agree as follows:

1. New Pipeline Easement. Owner hereby grants to Grantee the right to construct, reconstruct, repair, maintain, monitor, and use at Grantee's sole cost and expense, a non-exclusive easement ("Easement") for the purposes of locating five (5) underground pipelines consisting of one 5-inch line and four 4-inch lines within that limited portion of the Property described in this paragraph (the "New Pipeline(s)"). No part of the New Pipeline or any equipment or fixtures associated therewith shall be located within 3 feet of the surface of the Property except where the New Pipeline crosses under Fulton Wells Road, but in which case the New Pipeline must still be no less than the distance below the surface that is specified by Owner so that the New Pipeline does not interfere with Owner's use of the Property in that area. Notwithstanding the preceding sentence, at no point shall the New Pipelines be closer to the surface than may be required by Applicable Laws. The exact location of the Easement is set forth in Exhibit "B", which is herein incorporated by this reference. The Easement shall be 10 feet wide as measured from the south and west property lines of the Property; provided, however, Grantee agrees that all of the New Pipeline and associated fixtures and equipment shall be located within the area which is 7 feet from the south and west property lines (the "7-ft Easement"). The New Pipeline shall only be used to transport Crude Oil Production, Natural Gas and Wastewater, as defined in Exhibit "D", from Grantee's oil production wells on Grantee's Property. The New Pipeline may only be used for this specific purpose. The parties agree that the Easement granted herein shall automatically terminate and revert to Owner upon the occurrence of any of the following: (a) if Grantee discontinues its use of the New Pipeline for a period in excess of six (6) months; (b) if the throughput of the New Pipeline is found to contain at any time any constituents other than those expressly set forth in Exhibit "D" or in the event the New Pipeline is not used for the specific purpose set forth in this paragraph at any time; (c) if Grantee fails to complete the Construction (as defined below) and/or the Closure Work (as defined below) on or before the time schedules set forth in that certain document entitled "Construction Fund Escrow Agreement" entered into between the parties on the same date as this Agreement (the "Construction Fund Escrow Agreement"); or (d) if Grantee fails to comply with the terms and conditions of this Agreement; provided, however that, notwithstanding the termination of this Easement, Grantee's obligations under this Agreement shall remain in full force and effect. The Easement is appurtenant to the Grantee's Property.

2. Temporary Construction Easement. Owner hereby grants to Grantee a temporary construction easement ("Temporary Construction Easement") with respect to that portion of the Property described in Exhibit "C" attached hereto and incorporated herein by this reference for the purpose of closing, removing and relocating those pipelines (and associated fixtures within the

Easement described in Exhibit "B") located at the Property which are further described in Exhibit "E" (the "Closure Work") and for the construction of the New Pipeline (the "Construction"). Grantee agrees that it shall perform the Closure Work. The Closure Work and the Construction shall be performed in accordance with the plans and specifications attached hereto as Exhibit "F" and incorporated herein by this reference (the "Plans") and shall be completed in strict accordance with the time schedules set forth in the Construction Fund Escrow Agreement. The Temporary Construction Easement shall terminate as soon as Grantee has completed the Closure Work and the Construction (the "Termination Date") or upon the occurrence of any of the events described in Section 1 above, whichever occurs first.

3. Performance of Work. The Closure Work and the Construction shall be (a) performed at the sole cost and expense of Grantee, (b) in accordance with the highest standards of workmanship and quality in the industry, and (c) in strict compliance with Applicable Laws (as defined below).

4. Investigation and Remediation of Hazardous Materials. Grantee agrees that it shall remove and properly dispose of soils contaminated with Hazardous Materials to the extent described in Exhibit "E", at the sole cost and expense of Grantee, regardless of the nature, type, or source of such contamination. Grantee further agrees that it shall be solely responsible for the Investigation and Remediation, in accordance with the requirements of Applicable Laws, of any Hazardous Materials of whatever nature, type, or source, that are released at the Property by Grantee or anyone acting on behalf of Grantee during or on account of the Closure Work and the Construction, including any Hazardous Materials spilled from any of the pipelines located within the Easement during the removal of such pipelines. With respect to any releases of Hazardous Materials that arose before Grantee commenced the Closure Work or the Construction, as the case may be, Grantee shall not be obligated to Investigate and Remediate any such past contamination, unless such past contamination is reasonably proved by migration of contamination or otherwise to have been caused by Grantee's predecessor Pyramid, Grantee, or anyone acting on behalf of Grantee, or by their pipelines, in which case Grantee shall remain obligated to undertake the Investigation and Remediation of such Hazardous Materials in accordance with the requirements of Applicable Laws.

5. Hazardous Materials Arising from the Operation and Closure of New Pipelines. Grantee agrees that it shall be solely responsible for any Investigation and Remediation that may be required by Applicable Laws on account of Grantee's operation, maintenance and closure of the New Pipelines and on account of Grantee's work at the Property.

6. Indemnification. Grantee shall indemnify, defend and hold harmless Owner, its successors and assigns, its lenders, and each of the respective directors, officers, employees, partners, joint venturers, representatives, and agents of any of them (collectively, the "Indemnatee"), from and against any and all claims, actions, causes of action, demands, rights, damages, losses, judgments, costs, expenses (including, without limitation, attorney and consultant fees, laboratory costs, and litigation costs), liability, fines, penalties, settlement, Investigation or Remediation costs, whether known or unknown, foreseen or unforeseen, which are incurred or which are asserted against Indemnatee and which arise from or relate directly or

12. Periodic Testing. In accordance with the requirements of Applicable Laws, but in no event less than annually, Grantee shall provide Owner with the written results of all tests it conducted in order to establish that the New Pipeline and all of Grantee's equipment, fixtures, and personal property located within the Easement have not leaked and are not leaking. At such times, Grantee shall also certify to Owner that the New Pipeline and all of Grantee's equipment, fixtures, and personal property located within the Easement are compliance with Applicable Laws.

13. Nonexclusive Easement and Term. The easements granted in this Agreement are nonexclusive. Owner retains the right to make any use of the Property, including the Easement and Temporary Construction Easement, for any purpose, including the right to grant concurrent easements in any part of the Property to third parties so long as any additional easements granted by Grantor do not interfere with Grantee's ability to repair and/or maintain the New Pipeline. Unless terminated earlier upon the occurrence of any of the events set forth in Section 1 above, this Easement shall terminate when Grantee ceases to operate the oil production wells on the Jalk and Slusher Leases.

14. Closure of New Pipeline. Upon the termination of this Agreement, Grantee will proceed with all due diligence to purge its New Pipelines, and disconnect, plug, and close all of its New Pipelines lying within the Easement in accordance with the requirements of Applicable Laws and in accordance with a schedule that is reasonably acceptable to Owner. If the requirements of Applicable Laws should in the future require the excavation and removal of Grantee's New Pipelines lying within the Easement, then Grantee shall proceed with all due diligence to excavate and remove its New Pipelines lying within the Easement in accordance with the requirements of Applicable Laws and in accordance with a schedule that is reasonably acceptable to Owner. Grantee shall be solely responsible for the costs and expenses incurred in connection with the purging, closing, excavation, and removal of its New Pipelines lying within the Easement. Grantee further agrees to execute a Quitclaim easement to Grantor.

15. Insurance. Grantee shall obtain and maintain in full force during the term of this Agreement, at its sole expense, the following insurance coverages in not less than the following amounts:

<u>Worker's Compensation</u>	\$1,000,000.00 each accident \$1,000,000.00 Disease Policy Limit \$1,000,000.00 Diseases Each Employee
<u>Commercial General Liability</u>	
General Aggregate	\$2,000,000.00
Products & Completed Operations Aggregate	\$2,000,000.00
Personal & Advertising Injury	\$1,000,000.00

indirectly to (a) Grantee's breach of any of the representations, warranties, or obligations that Grantee makes in this Agreement; (b) any sickness, disease, death, or personal or bodily injury arising out of Grantee's removal, installation, operation, and/or closure of any of the pipelines that Grantee is required to remove pursuant to this Agreement or from Grantee's New Pipelines and any new contamination caused in the removal of any other pipelines within the Easement; and (c) any violations of Applicable Laws arising from Grantee's activities at the Property. This indemnification shall survive the expiration or termination of this Agreement.

7. Permits, Liens & Bonds. Grantee shall be solely responsible for obtaining and maintaining in effect, at its sole cost and expense, all permits and licenses which may be required for the performance of Grantee's obligations hereunder. Grantee further agrees that it shall keep the Property, including the Easement and the Temporary Construction Easement, free and clear of any liens arising out of any work performed for or material furnished to Grantee ("Liens"), and Grantee shall indemnify, defend, and hold Owner harmless from any liability and damages which may arise out of any such Liens. Owner may post notices of non-responsibility.

8. Completion. Grantee's Closure Work, Construction, and other work under this Agreement shall not be deemed complete until such time as: (a) Grantee has removed Grantee's construction equipment and material from the Property, including the Easement and Temporary Construction Easement; (b) Grantee has restored the Property, including the Easement and the Temporary Construction Easement, to its original condition; (c) Grantee has compacted the soil to 95% of relative 3 feet above the New Pipeline according to Grantee's specifications contained in its field map; and (d) the Property is in a condition that is reasonably satisfactory to Owner.

9. Inspections. Owner and its representatives shall have the right to inspect the Closure Work, the Construction, and any other work and operations which Grantee may perform or maintain at the Property, including the Easement; however, such inspections shall not be deemed an approval of any of the foregoing or a waiver of Owner's rights hereunder.

10. Access Easement for Maintenance and Closure of New Pipeline. Solely for the purpose of maintaining and closing the New Pipeline, Owner hereby grants Grantee the right to enter onto the surface of the Property that is directly above the Easement. Such entry shall only be for the purpose of making necessary repairs and for the closure of the New Pipeline and its associated equipment and fixtures. Grantee shall restore the Property to the condition in which it existed prior to such repair and closure. The right of access provided hereunder shall terminate upon the termination of this Agreement or the closure of the New Pipeline, whichever event occurs first.

11. Maintenance of Easement. Grantor is responsible for maintaining the ground area covered by the Easement. In the event Grantee has to make repairs to any of the pipelines within the easement area, Grantee will be responsible to repair any damage caused by Grantee to any landscaping maintained by the Owner within the Easement, and Grantee will be responsible for any other damage caused by the New Pipelines.

Each Occurrence \$1,000,000.00

Fire Damage (any one fire) \$ 100,000.00

Medical Expenses (any one person) \$ 5,000.00

Comprehensive Automobile Liability for Owned and Rented Vehicles

Bodily Injury and Property Damage \$1,000,000.00

~~Bodily Combined Single Limits \$1,000,000.00 per occurrence~~

Umbrella Policy

~~Property Damage \$1,000,000.00 per occurrence~~

Each Occurrence \$1,000,000.00

~~Professional Liability- \$1,000,000.00 Umbrella Guarantee National~~

Products/Completed Operations Aggregate \$1,000,000.00

Each of the liability policies of insurance described above shall name Owner as an additional insured. Each of the liability policies of insurance described above shall further be written on an "occurrence" basis, as distinguished from a "claims-made" basis, and without any so-called "sunset" or similar claims-reporting restrictions. Grantee represents that it maintains the insurance specified above as of the effective date of this Agreement. Grantee will immediately notify Owner in writing of any material changes in any of the foregoing insurance coverage. Grantee further waives its rights of recovery and shall require its insurers to waive subrogation against the Indemnitees under all applicable policies of insurance, to the extent that Grantee is responsible under Section 6 above.

The insurance which Grantee provides pursuant to this Agreement shall be primary, without right of contribution of any other insurance carried by the Indemnitees. Each insurance policy obtained by Grantee pursuant to this Agreement shall (i) contain a clause that the insurer will provide Owner with at least 30 days prior written notice of any material change or cancellation of the policy and (ii) indicate that it applies with respect to the activities to be performed under this Agreement. Each insurance policy shall be with a reputable insurance company reasonably acceptable to Owner. A certificate (on the standard ACORD form and issued by an authorized representative of the insurer) evidencing the coverage under each policy shall be delivered to Owner when this Agreement is executed by Grantee and each year thereafter while this Agreement is in effect. Should Grantee at any time neglect or refuse to provide any of the insurance required by this Agreement, or should the insurance be canceled, Owner shall have the right, in its sole discretion, to either terminate this Agreement or to procure the same, and all costs and expenses associated with the procurement immediately shall be due and payable by Grantee to Owner.

16. **Attorney's Fees.** Should any dispute arise over the interpretation or enforcement of this Agreement or the rights created hereunder, the prevailing party shall be paid by the non-prevailing party all of the reasonable attorney's fees and costs which are or were incurred by the prevailing party in connection with such dispute, irrespective of whether such fees and costs were incurred in a court of law, or another forum such as mediation or arbitration, in addition to all

other damages suffered by the prevailing party.

17. Section 1468 Acknowledgment. Owner and Grantee hereby acknowledge and agree that the covenants contained in this Agreement constitute benefits to and impose burdens upon the Property and the Grantee's Property and are expressly intended to be covenants running with the land affected thereby, which are to be binding upon each successive owner of the Property and the Grantee's Property, respectively, in accordance with Section 1468 of the California Civil Code.

18. Time is of the Essence. Time is of the essence in this Agreement.

19. Unavoidable Delays and Defaults. Each party to this Agreement will be excused for any delays by that party in the performance of this Agreement that are unavoidably caused by any of the following: an act of the other party; an act of any agent of the other party; an act of any governmental authority; an act of any public enemy; an act of God; the elements; war; war defense conditions; riots; strikes; walkouts; or any other causes beyond that party's control. Each party must use reasonable diligence to avoid any such delay and to resume performance under this Agreement as promptly as possible after the conditions giving rise to any such delay are removed or cease to exist.

20. Notice. All notices and demands which any party is required or desires to give to any other shall be given by in writing via facsimile transmission followed by hard copy delivered by personal delivery or by express courier service or certified mail, return receipt requested, to the number and address below for the respective party. However, if either party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by personal delivery or by express courier service shall be deemed given within one (1) business day after being sent. All notices given by mail shall be effective on the third business day after mailing. For convenience, the addresses, telephone and telecopier numbers of the Grantee and Owner are:

If to Grantee:

Hathaway Company
P.O. Box 3404
10707 Norwalk Blvd.
Santa Fe Springs, CA 90670
Attention: Mr. Pat Park
Telephone No.: (562) 944-8337
Facsimile No.: (562) 944-7253

With a copy to:

Robert E. Atkinson, Esq.
Law Offices of Atkinson & Gibson
P.O. Box 92
13225 Philadelphia Street
Whittier, CA 90608
Telephone No.: (562) 698-7771
Facsimile No.: (562) 693-3523

If to Owner:

Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, TX 77060
Attn.: Maureen Toomey
Telephone No.: (281) 423-6228
Facsimile No.: (281) 423-6663

21. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Agreement.

22. Choice of Law. This Agreement shall be governed by the laws of the State of California.

23. Severability. If any term, covenant, condition, or provision of this Agreement, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this Agreement, and the remainder of the provisions of this Agreement, or their application to any person or circumstance, shall remain in full force and effect.

24. Waiver of Covenants. Conditions or Remedies. Waiver by one party of performance of any covenant or condition under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition under this Agreement.

25. Exhibits. All exhibits referred to in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. However, in the event there is a conflict or ambiguity between the terms of this Agreement and any of the exhibits, the terms and conditions of this Agreement shall govern and control and supersede any inconsistent terms in any of the exhibits.

26. Amendment. This Agreement may be amended at any time by the written agreement of both of the parties. All amendments, changes, revisions, and discharges of this Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by both of the parties.

27. Successors and Assigns. This Agreement shall inure to the benefit of, and shall be binding on, the successors, assigns, heirs, and beneficiaries of Owner and Grantee.

28. Definitions. The defined terms in this Agreement shall have the definitions set forth below:

(a) "Applicable Laws" means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions in existence as of the date of this Agreement or as later enacted, promulgated, issued, modified, interpreted or modified, regulating or relating to Hazardous Materials, the New Pipeline and any of Grantee's activities hereunder.

(b) "Hazardous Material(s)" means any chemical, substance, material, object, condition, waste or combination thereof (i) the presence of which requires Investigation or Remediation under Applicable Laws; (ii) which is defined as a "hazardous waste", "hazardous substance", "hazardous material", "toxic substance", "pollution" or "contaminant" under any Applicable Laws; (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise toxic; or (iv) the presence of which causes or threatens to cause a nuisance, damage or impact on the health or safety of property, persons, or the environment.

(c) "Investigation" or "Investigate" means any actions including, but not limited to, any observation, inquiry, examination, sampling, monitoring, analysis, exploration, testing, inspection, or surveying of the air, soil, surface water, groundwater, or of persons.

(d) "Remediation" or "Remediate" means any of those actions that constitute a response or remedial action as defined under any Applicable Laws, including, by way of example, but without limitation, the cleanup, closure, containment, abatement, recycling, transfer, transportation, monitoring, storage, treatment, disposal, or restoration of any Hazardous Materials.

In witness whereof the undersigned have executed this Agreement effective as of the date set forth above.

"Owner"

Mobil Foundation, Inc.,
a New York not-for-profit corporation

By: Rauree Jancey
Title: Assistant Secretary

"Grantee"

Hathaway Company, Inc.,
a California corporation

By: Julian J. Hathaway
Its: President

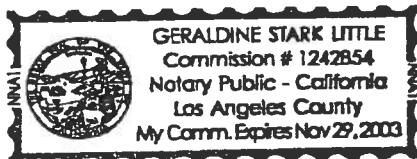
By: Nelen M. Hathaway
Its: Secretary

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On JULY 28, 2000, before me, GERALDINE STARK LITTLE, personally appeared JULIAN I HATHAWAY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



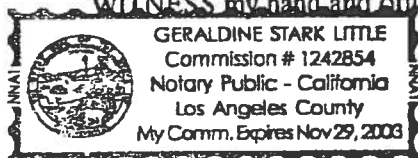
Geraldine Stark Little
Notary Public

(Notary Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On JULY 28, 2000, before me, GERALDINE STARK LITTLE, personally appeared HELEN M. HATHAWAY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Geraldine Stark Little
Notary Public

(Notary Seal)

ACKNOWLEDGMENTS

STATE OF ~~CALIFORNIA~~ ^{TEXAS}

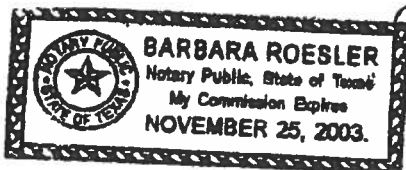
COUNTY OF

Harris

) ss.
)

On 7/31/00, 2000, before me, Barbara Roesler, personally appeared Maureen Dooney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Barbara Roesler
Notary Public

(Notary Seal)

Exhibit "A"

Property

CITY OF SANTA FE SPRINGS

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S½) of the North Half (N½) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

Exhibit "B"

Easement

21



Exhibit "C"
Temporary Construction Easement

EXHIBIT "C"

Temporary Construction Easement

C-1c

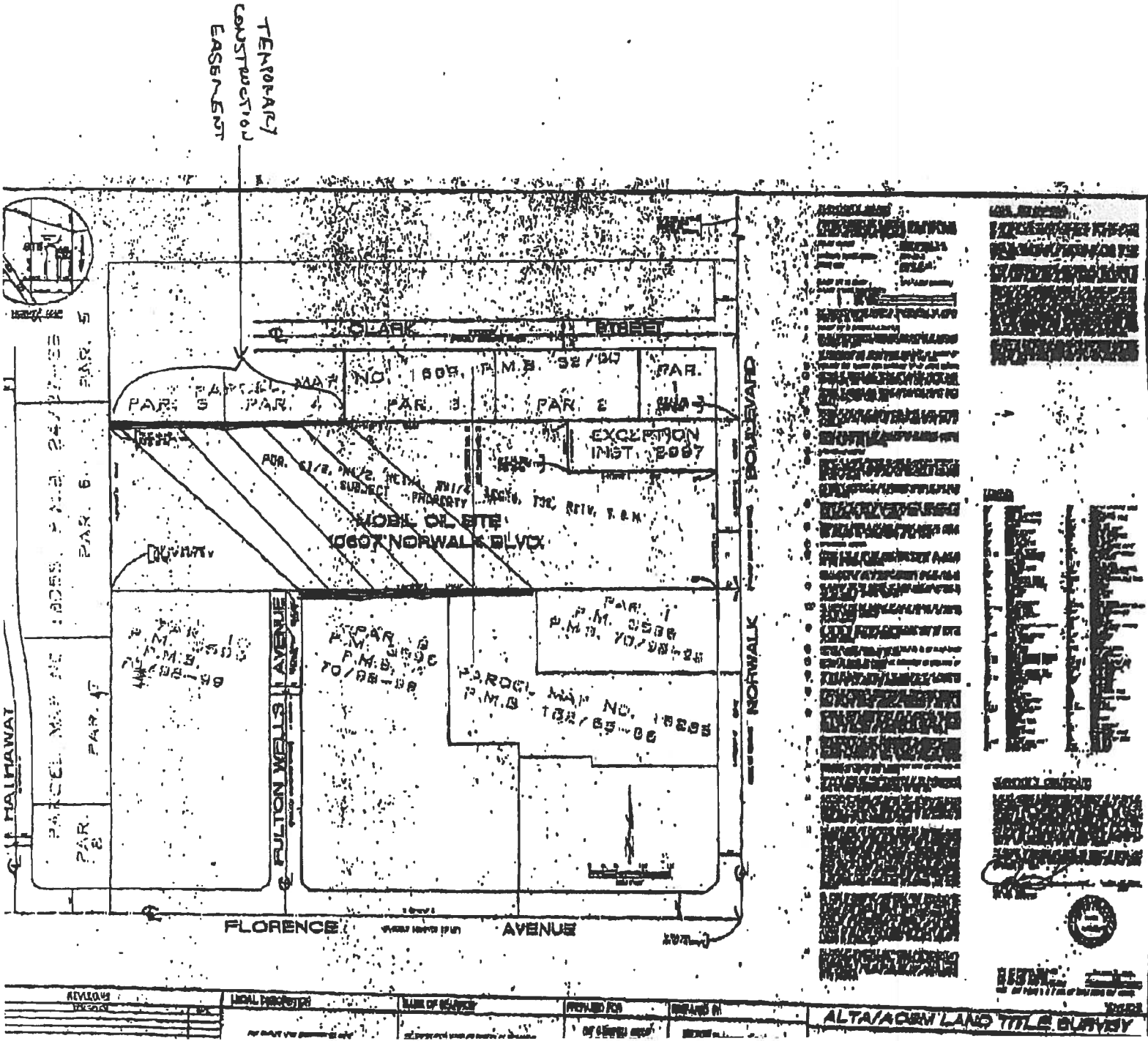


Exhibit "D"

Wastewater

Analytical Laboratory Service, Inc. report dated June 18, 1998.

05/04/2000 09:06 9497189393

THE O'DONNELL GROUP

PAGE 05/09

04/20/2000 09:20
hathaway co.

9497189393

THE O'DONNELL GROUP

PAGE 03/04

TEL: 310-9447253

Apr 20,00 10:18 No.001 P.02

Exhibit "D"

PAGE 1.



**ANALYTICAL
LABORATORY
SERVICE, INC.**

17051 RIVERVIEW, SANTA FE SPRING, CALIFORNIA 92705
TELEPHONE (714) 628-0885 FAX (714) 628-1101

LABORATORY ANALYSIS REPORT GEOCHEMICAL WATER ANALYSIS

DEPOSITION POTENTIAL INDICATORS

HATHAWAY CO
SFS

BUCKBE
ZONE

Report Date: 06-18-91
Sample ID#: 2

Sampled: 06-18-98
at 0823

SATURATION LEVEL

Calcite:	10.72
Aragonite:	8.88
Silica:	0.10
Calcium phosphate:	0.00
Anhydrite:	0.09
Gypsum:	0.00
Fluorite:	0.00
Brucite:	0.00

BOUND IONS

Calcium:	128.00
Carbonate:	71.34
Phosphate:	0.00

TOTAL

FREE

FREE ION MOMENTARY EXCESS (ppm)

SIMPLE INDICES

Langelier:	1.23
Ryznar:	5.36
Puckorius:	3.98
Larson-Skold:	20.99

Calcite:	13.49
Aragonite:	13.19
Gypsum:	-2.2e+3
Anhydrite:	-1.8e+3
Calcium phosphate:	-0.55
Silica:	-193.58
Fluorite:	-167.39

05/04/2000 09:06 9497189393
04/20/2000 09:28 9497189393
natnaway co.

THE O'DONNELL GROUP
THE O'DONNELL GROUP

PAGE 06/05
PAGE 04/04

TEL: 310-9447253

Apr 20,00 10:18 No.001 P.03

Exhibit "D"

page 2

CATIONS

Calcium(as Ca)	128.00
Magnesium(as Mg)	40.30
Sodium(as Na)	7212
Potassium(as K)	42.00
Iron(as Fe)	40.20
Ammonia(as NH3)	0.00
Aluminum(as Al)	0.00
Boron(as B)	14.70

PARAMETERS

pH	7.82
Temperature(Deg F)	135.00
Calculated T.D.S.	19327

ANIONS

Chloride(as Cl)	11000
Sulfate(as SO4)	0.00
"N" Alkalinity(as CaCO3)	696.00
"p" Alkalinity(as CaCO3)	0.00
Silica(as SiO2)	23.70
Phosphate(as PO4)	0.00
H2S (as H2S)	0.10
Fluoride(as F)	0.00
Nitrate(as NO3)	20.00

COMMENTS

Exhibit "E"

Closure Work

Upon preliminary inspection of the Easement, and through the further excavation of the ground within the Easement, Grantee has determined that there exist four steel pipelines of about 2 to 2 ½ inches in diameter ("Grantee's existing pipelines") on the surface of the ground, along with one partially covered but still noticeable 8-inch concrete pipeline (an abandoned irrigation line) and a concrete pad of approximately 10' x 10' in size, also on the surface of the ground. Directly below those lines at a depth of about 4' to 5', there exist at least four more pipelines that are known by Grantee to have been abandoned at each end of the Property, but which still exist within the Easement. It shall be Grantee's obligation to clear the Easement of all of the above-mentioned pipelines for the purpose of installing the New Pipelines.

It is the intention of Grantee to continue to operate the wells located on the Jalk Lease while the Closure Work is being performed and to its completion.

In order to continue to produce the wells located on the Jalk Lease, it is necessary for Grantee to install three (3) temporary lines. The three (3) temporary lines will run on a diagonal line that starts at a point that is approximately where Grantee's existing pipelines now enter the Property (midway along the southern border of the Property) to a connection point across the Property at the Jalk No. 113 well site (along the northern border of the Property).

Therefore, at the appropriate time to begin the Closure Work, Grantee shall be obligated to accomplish the following:

1. Obtain permits as may be required to conduct work and in order to comply Applicable Laws pertaining to the work.
2. Install the two additional temporary production lines as described above (one line having already been installed), connecting those lines to the present tank farm facility on the Property, subject to the conditions set forth in item no. 11 below.
3. Flush out Grantee's present pipelines to remove as much of the contents of such pipelines as is possible, cut and remove such pipelines from the Easement, and, thereafter, haul away such pipelines from the Property.
4. Excavate the concrete irrigation line and the concrete pad and stockpile the riprap until it is time to remove all contaminated soils from the Property.
5. Excavate the earth over the pipelines described above that are buried, then cut and flush those pipelines as needed, remove those lines from the Easement, and haul them away from the Property.
6. Remove contaminated soils to the extent described below.
7. Excavate the Easement to an appropriate depth for the installation of the New Pipelines and allow testing to be conducted to ensure that the Easement is free of further contamination.
8. Haul away all contaminated soils that are the responsibility of Grantee under the Agreement.

9. Back fill the Easement and compact the soils to the appropriate grade as set forth by the Owner's engineering grade plans for the development.
10. Install the New Pipelines for the purpose of producing the remaining Jalk wells. Backfill and compact to specifications 36" over those lines. Refill the remaining open ditch.
11. Make all tie-ins to New Pipelines, , remove the temporary lines described above, and clean up any contamination caused by the removal of those temporary pipelines, in accordance with the work schedule proposed by the Owner's Director of Construction Management.
12. Call for inspection of all work done as set forth by the Owner or their designated representative and cooperate in dealing with discrepancies noted.

Soil Contamination

In each instance where soil is identified as containing Hazardous Materials or is otherwise contaminated above regulatory standards, the Closure Work will include removal of contaminated soil emanating from the well, tank farm, pipeline, or other source that Grantee is obligated to remove and remediate (a "Grantee source"), up to the point where there is no reasonable evidence of migration of contamination from the Grantee Source. The Closure Work will not include responsibility for contamination that is isolated such that the contamination is not connected to a Grantee Source by an identifiable migration of contamination. Removal of contamination must be in accordance with and satisfy the requirements of all regulatory authorities with jurisdiction.

Pipelines that have been used by Grantee ("Grantee Pipelines") are located at or near the surface of the Property, and pipelines that have been used by Grantor or its predecessors ("Grantor Pipelines") in title are located no more than six feet below the surface of the Property. Grantee will remove all contaminated soil emanating from the Grantee Pipelines. If contamination emanating from the Grantee Pipelines is shown to have migrated to a point below the Grantor Pipelines because of an uninterrupted migration of contamination, the presumption will be that all contamination in that area has emanated from the Grantee Pipelines, and Grantee will remove all contaminated soil from that area.

The Closure Work will also include backfilling to grade any excavations from which contaminated soil is removed and compacting the soil to 95% of relative density to within 2 feet of ground surface.

Grantor will secure the agreement of Mobil Oil Corporation that Mobil Oil Corporation will be responsible for remediation and removal of contaminated soil from the Property that is not the responsibility of Grantee pursuant to this Agreement.

Exhibit "F"
Plans and Specifications

Exhibit "G"
Hathaway Land



JAN. 31. 2001 5:10PM

EXXON MSD-REAL ESTATE SRVS

NO. 6438 P. 1/12

ExxonMobil

GLOBAL SERVICES COMPANY

*** FACSIMILE TRANSMITTAL ***

DATE: 1-31-01
TO: Buddy Hard
COMPANY/LOCATION: SHR - Houston
FACSIMILE NUMBER: 713-656-9191
CONFIRMING PHONE NO: 713-656-9179
NUMBER OF PAGES: 11+c

FROM: MAUREEN TOOMEY
LEASE ADMINISTRATION COORDINATOR
GLOBAL REAL ESTATE

Telephone: 281-423-6228
Facsimile: 281-423-6392/6663

REMARKS: If no contamination, what would our cost be?

Exxon Mobil Corporation
Global Real Estate
2 Greenspoint Plaza
16825 Northchase Drive, Rm. 240
Houston, TX 77060

EMOMG 01267

WORK AGREEMENT

THIS WORK AGREEMENT (hereinafter "Work Agreement") is made this 28th day of July, 2000 by MOBIL FOUNDATION, INC., a New York not-for-profit corporation (hereinafter "Owner"), and HATHAWAY COMPANY, INC., a California corporation (hereinafter "Hathaway").

WITNESSETH:

WHEREAS, Owner owns certain land located in Santa Fe Springs, Los Angeles County, California, as more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter "Property"), which Property was previously owned by Mobil Oil Corporation (hereinafter "Mobil"); and

WHEREAS, Hathaway, pursuant to certain mineral rights lease agreements, operates oil wells and a tank farm on a portion of the Property; and

WHEREAS, Owner desires Hathaway to close its wells and remove the tanks and certain pipelines from the Property as more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter "Hathaway Work") in conjunction with Owner's sale of the Property to the O'Donnell Group, Inc. (hereinafter "O'Donnell") pursuant to a written contract (hereinafter "Sales Contract"); and

WHEREAS, Hathaway has entered into an easement agreement with O'Donnell (hereinafter "Easement Agreement") to be effective when O'Donnell acquires the Property from Owner, wherein Hathaway will remove certain pipelines on the Property in consideration of O'Donnell granting to it an easement over a portion of the Property; and

WHEREAS, in conjunction with the Easement Agreement Hathaway and Mobil have entered into an indemnity agreement wherein Hathaway and Mobil indemnify one another with respect to certain hazardous materials located on the Property; and

WHEREAS, Hathaway and Mobil have entered into an agreement which becomes effective if O'Donnell does not acquire the Property from Mobil pursuant to the Sales Contract (hereinafter "Contingent Agreement") providing for (1) Hathaway and Mobil to enter into an Easement Agreement (hereinafter "Owner Easement Agreement") similar to the Easement Agreement, which Owner Easement Agreement is needed by Hathaway to continue its operations once it has completed the Hathaway Work hereunder, and (2) providing for Hathaway to convey to Mobil by quit claim deed its leasehold interest on the Property, which leasehold interest Owner requires in conjunction with the sale of the Property to a third party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Owner and Hathaway agree as follows:

1. Fee. Owner will pay to Hathaway for the performance of the Hathaway Work a fee in the amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) ("Fee"). The Fee is a firm amount and shall neither increase nor decrease whether the cost of the Hathaway Work or any other cost incurred by Hathaway pursuant to this Work Agreement is more or less than the amount of the Fee. The Fee will be paid as follows:

a. One Hundred Thousand Dollars (\$100,000) upon the obtaining by Hathaway of all permits and licenses required for the Hathaway Work and following the actual commencement of the Hathaway Work.

b. One Hundred Thousand Dollars (\$100,000) upon completion of that portion of the Hathaway Work identified on Exhibit ~~C~~ as "Well Abandonment" and the commencement of that work identified on Exhibit ~~C~~ as "Tank Farm", the delivery of release of liens by all contractors retained by Hathaway for the Well Abandonment work, and the submission by Hathaway of all necessary paperwork to obtain the certificates of completion for the Well Abandonment work from the California Department of Oil and Gas, the City of Santa Fe Springs fire department, or other regulatory authority with jurisdiction. ^{not} (B) ^{not} (B)

c. One Hundred Twenty-Five Thousand Dollars (\$125,000) no later than twenty (20) days following the completion of the Hathaway Work and the delivery to Owner of certificates of completion for the well abandonment and tank removal work and the removal of pipelines (i) shown on TRC Alton Geoscience map dated September 9, 1999 (Schedule 1) and Hathaway Company JALK Lease Pipelines map dated June 1996, and (ii) identified while plugging and abandoning JALK wells JALK-112, JALK-117, JALK-111, and JALK-113, from the California Department of Oil and Gas, the City of Santa Fe Springs fire department, or other regulatory authority with jurisdiction.

2. Commencement and Completion. Hathaway shall commence the Hathaway Work within ten (10) days following the date hereof, and the Hathaway Work shall be completed within sixty (60) days after the date hereof.

3. Performance of Work. The Hathaway Work shall be (a) performed at the sole cost and expense of Hathaway, without regard to the amount of the Fee, (b) in accordance with the highest standards of workmanship and quality in the industry, and (c) in strict compliance with Applicable Laws (as defined below).

4. Investigation and Remediation of Hazardous Materials. Hathaway agrees that it shall remove and properly dispose of soils contaminated with Hazardous Materials to the extent described in Exhibit ~~C~~, at the sole cost and expense of Hathaway, regardless of the nature, type, or source of such contamination. Hathaway further agrees that it shall be solely responsible for the Investigation and Remediation, in accordance with the requirements of Applicable Laws, of any Hazardous Materials of whatever nature, type, or source, that are released at the Property by Hathaway or anyone acting on behalf of Hathaway during or on account of the Hathaway Work, including any Hazardous Materials spilled from any of the pipelines during the removal of such pipelines. With respect to any releases of Hazardous Materials that arose before Hathaway commenced the Hathaway Work, Hathaway shall not be obligated to Investigate and Remediate

any such past contamination, unless such past contamination is reasonably proved by migration of contamination or otherwise to have been caused by Hathaway's predecessor Pyramid, Hathaway, or anyone acting on behalf of Hathaway, or by their pipelines, in which case Hathaway shall remain obligated to undertake the Investigation and Remediation of such Hazardous Materials in accordance with the requirements of Applicable Laws.

5. Indemnification. Hathaway shall indemnify, defend, and hold harmless, Owner, Mobil, O'Donnell, their successors and assigns, and each of the respective directors, officers, employees, partners, joint venturers, representatives and agents of any of them (collectively, the "Indemnatee"), from and against any and all claims, actions, causes of action, demands, rights, damages, losses, judgments, costs, expenses (including, without limitation, attorney and consultant fees, laboratory costs, and litigation costs), liability, fines, penalties, settlement, or Investigation or Remediation costs, whether known or unknown, foreseen or unforeseen, which are incurred or which are asserted against Indemnatee and which arise from or relate directly or indirectly to (a) Hathaway's breach of any of the representations, warranties, or obligations that Hathaway makes in this Work Agreement; (b) any sickness, disease, death, or personal or bodily injury arising out of Hathaway's removal, installation, operation, and/or closure of any of the wells, tanks, or pipelines that Hathaway is required to remove pursuant to this Work Agreement and any new contamination caused in the removal of any other pipelines as part of the Hathaway Work; and (c) any violations of Applicable Laws arising from Hathaway's activities at the Property. This indemnification shall survive the expiration or termination of this Work Agreement, but will be enforceable by O'Donnell only if O'Donnell is conveyed title to the Property pursuant to the Sales Contract.

6. Permits, Liens & Bonds. Hathaway shall be solely responsible for obtaining and maintaining in effect, at its sole cost and expense, all permits and licenses which may be required for the performance of the Hathaway Work. Hathaway further agrees that it shall keep the Property, free and clear of any liens arising out of any work performed for or material furnished to Hathaway ("Liens"), and Hathaway shall indemnify, defend and hold Owner harmless from any liability and damages which may arise out of any such Liens. Owner may post notices of non-responsibility.

7. Completion. The Hathaway Work shall not be deemed complete until such time as: (a) Hathaway has removed Hathaway's construction equipment and material from the Property, (b) Hathaway has restored the Property, to its original condition; (c) Hathaway has backfilled and compacted the soil to 95% of relative density to within 2 feet of ground surface; and (d) the Property is in a condition that is reasonably satisfactory to Owner.

8. Inspections. Owner and its representatives shall have the right to inspect the Hathaway Work, however, such inspections shall not be deemed an approval of any of the foregoing or a waiver of Owner's rights hereunder.

9. Insurance. Hathaway shall obtain and maintain in full force during the term of this Work Agreement, at its sole expense, the following insurance coverages in not less than the following amounts:

Worker's Compensation

\$1,000,000.00 each accident
 \$1,000,000.00 Disease Policy Limit
 \$1,000,000.00 Diseases Each Employee

Commercial General Liability

General Aggregate \$2,000,000.00
 Products & Completed Operations Aggregate \$2,000,000.00
 Personal & Advertising Injury \$1,000,000.00
 Each Occurrence \$1,000,000.00
 Fire Damage (any one fire) \$ 100,000.00
 Medical Expenses (any one person) \$ 5,000.00

Comprehensive Automobile Liability for Owned & Rented Vehicles

Bodily Injury and Property Damage \$1,000,000.00
 Bodily- Combined Single Limits \$1,000,000.00 per occurrence

Umbrella Policy

Property Damage \$1,000,000.00 per occurrence
 Each Occurrence \$1,000,000.00

Professional Liability

\$1,000,000.00 Umbrella Guarantee National
 Products/Complete Operations Aggregate \$1,000,000.00

Each of the liability policies of insurance described above shall name Owner and Mobil as an additional insured. Each of the liability policies of insurance described above shall further be written on an "occurrence" basis, as distinguished from a "claims-made" basis, and without any so-called "sunset" or similar claims-reporting restrictions. Hathaway represents that it maintains the insurance specified above as of the effective date of this Work Agreement. Hathaway will immediately notify Owner in writing of any material changes in any of the foregoing insurance coverage. Hathaway further waives its rights of recovery and shall require its insurers to waive subrogation against the Indemnitees under all applicable policies of insurance, to the extent that Hathaway is responsible under Section 5 (Indemnification) above.

The insurance which Hathaway provides pursuant to this Work Agreement shall be primary, without right of contribution of any other insurance carried by the Indemnitees. Each insurance policy obtained by Hathaway pursuant to this Work Agreement shall (i) contain a clause that the insurer will provide Owner with at least 30 days prior written notice of any material change or cancellation of the policy and (ii) indicate that it applies with respect to the activities to be performed under this Work Agreement. Each insurance policy shall be with a reputable insurance company reasonably acceptable to Owner. A certificate (on the standard ACORD form and issued by an authorized representative of the insurer) evidencing the coverage

under each policy shall be delivered to Owner when this Work Agreement is executed by Hathaway and each year thereafter while this Work Agreement is in effect. Should Hathaway at any time neglect or refuse to provide any of the insurance required by this Work Agreement, or should the insurance be canceled, Owner shall have the right, in its sole discretion, to either terminate this Work Agreement or to procure the same, and all costs and expenses associated with the procurement immediately shall be due and payable by Hathaway to Owner.

10. Attorney's Fees. Should any dispute arise over the interpretation or enforcement of this Work Agreement or the rights created hereunder, the prevailing party shall be paid by the non-prevailing party all of the reasonable attorney's fees and costs which are or were incurred by the prevailing party in connection with such dispute, irrespective of whether such fees and costs were incurred in a court of law, or another forum such as mediation or arbitration, in addition to all other damages suffered by the prevailing party.

11. Time is of the Essence. Time is of the essence in this Work Agreement.

12. Unavoidable Delays and Defaults. Each party to this Work Agreement will be excused for any delays by that party in the performance of this Work Agreement that are unavoidably caused by any of the following: an act of the other party; an act of any agent of the other party; an act of any governmental authority; an act of any public enemy; an act of God; the elements; war; war defense conditions; riots; strikes; walkouts; or any other causes beyond that party's control. Each party must use reasonable diligence to avoid any such delay and to resume performance under this Work Agreement as promptly as possible after the conditions giving rise to any such delay are removed or cease to exist.

13. Notice. All notices and demands which any party is required or desires to give to any other shall be given by in writing via facsimile transmission followed by hard copy delivered by personal delivery or by express courier service or certified mail, return receipt requested, to the number and address below for the respective party. However, if either party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by personal delivery or by express courier service shall be deemed given within one (1) business day after being sent. All notices given by mail shall be effective on the third business day after mailing. For convenience, the addresses, telephone and telecopier numbers of the Hathaway and Owner are:

If to Hathaway:

Hathaway Company
P.O. Box 3404
10707 Norwalk Blvd.
Santa Fe Springs, CA 90670
Attention: Mr. Pat Park
Telephone No.: (562) 944-8337
Facsimile No.: (562) 944-7253

With a copy to:

Robert E. Atkinson, Esq.
Law Offices of Atkinson & Gibson
P.O. Box 92
13225 Philadelphia Street
Whittier, CA 90608
Telephone No.: (562) 698-7771
Facsimile No.: (562) 693-3523

If to Owner:

Mobil Foundation, Inc.
16825 Northchase Drive, Suite 200
Houston, Texas 77060
Attn: Maureen Toomey, Assistant Property Manager
Telephone No.: (281) 423-6228
Facsimile No.: (281) 423-6663

14. Entire Agreement. This instrument contains the entire agreement of the parties and supersedes all prior understandings and agreements, whether oral or in writing, regarding the subject matter of this Work Agreement.

15. Choice of Law. This Work Agreement shall be governed by the laws of the State of California.

16. Severability. If any term, covenant, condition, or provision of this Work Agreement, or their application to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties shall renegotiate the unenforceable or invalid terms so as to effect the intent of this Work Agreement, and the remainder of the provisions of this Work Agreement, or their application to any person or circumstance, shall remain in full force and effect.

17. Waiver of Covenants, Conditions, or Remedies. Waiver by one party of performance of any covenant or condition under this Work Agreement shall not invalidate this Work Agreement nor shall it be considered a waiver of any other covenant or condition under this Work Agreement.

18. Exhibits. All exhibits referred to in this Work Agreement are deemed incorporated in this Work Agreement, whether or not actually attached. However, in the event there is a conflict or ambiguity between the terms of this Work Agreement and any of the exhibits, the terms and conditions of this Work Agreement shall govern and control and supersede any inconsistent terms in any of the exhibits.

19. Amendment. This Work Agreement may be amended at any time by the written agreement of both of the parties. All amendments, changes, revisions and discharges of this Work Agreement shall be binding upon the parties despite any lack of legal consideration, as long as it shall be in writing and executed by both of the parties.

20. Successors and Assigns. This Work Agreement shall inure to the benefit of, and shall be binding on, the successors, assigns, heirs and beneficiaries of Owner and Hathaway.

21. Definitions. The defined terms in this Work Agreement shall have the definitions set forth below:

- (a) "Applicable Laws" means any federal, state, or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions in existence as of the date of this Work Agreement or as later enacted, promulgated, issued, modified, interpreted, or modified, regulating or relating to Hazardous Materials, and any of Hathaway's activities hereunder.
- (b) "Hazardous Material(s)" means any chemical, substance, material, object, condition, waste, or combination thereof (i) the presence of which requires Investigation or Remediation under Applicable Laws; (ii) which is defined as a "hazardous waste", "hazardous substance", "hazardous material", "toxic substance", "pollution", or "contaminant" under any Applicable Laws; (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or otherwise toxic; or (iv) the presence of which causes or threatens to cause a nuisance, damage, or impact on the health or safety of property, persons, or the environment.
- (c) "Investigation" or "Investigate" means any actions including, but not limited to, any observation, inquiry, examination, sampling, monitoring, analysis, exploration, testing, inspection, or surveying of the air, soil, surface water, groundwater, or of persons.
- (d) "Remediation" or "Remediate" means any of those actions that constitute a response or remedial action as defined under any Applicable Laws, including, by way of example, but without limitation, the cleanup, closure, containment, abatement, recycling, transfer, transportation, monitoring, storage, treatment, disposal, restoration of any Hazardous Materials.

In witness hereof the undersigned have executed this Work Agreement effective as of the date set forth above.

MOBIL FOUNDATION, INC.,
a New York not-for-profit corporation

By: *Raissa Iwaniec*
Title: *Assistant Property Mgr*

HATHAWAY COMPANY, INC.,
a California corporation

By: *Julian Hathaway*
Title: *President*

Mobil Oil Corporation hereby joins into this Work Agreement for the sole purpose of guaranteeing the payment of the Fee by Mobil Foundation, Inc. to the Hathaway Company, Inc.

MOBIL OIL CORPORATION

By: *R. G. Gunes*
Title: *ATTORNEY-IN-FACT*

EXHIBIT A**Property Description**

**CITY OF SANTA FE SPRINGS
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA**

Township 3 South, Range 11 West, San Bernardino Meridian, Los Angeles County, CA.

Section 6: The South Half (S $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$)

EXCEPTING therefrom, all oil, gas and hydrocarbon substances contained in said land as reserved in that Grant Deed from John Russell Agee and Winifred H. Agee, his wife, to General Petroleum Corporation, dated July 31, 1922, and recorded August 16, 1922, in Book 1378, Page 75 of the official Records of said County;

FURTHER EXCEPTING therefrom, that parcel of land as conveyed in that Grant Deed from General Petroleum Corporation to Ernest R. Karns and Ruth M. Karns, husband and wife, dated June 5, 1950, to wit:

Beginning at the Northeast corner of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter of Section 6; thence Westerly along the northerly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Southerly and parallel to the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet; thence Easterly and parallel to the Northerly Line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 380.0 feet; thence Northerly along the Easterly line of said South Half of the North Half of the Northeast Quarter of the Southwest Quarter, 100.85 feet to the point of beginning.

Subject to easements, restrictions, reservations, rights of way and other matters of record.

EXHIBIT B**Hathaway Work****Well Abandonment**

1. Plug and abandon, as required by regulation, oil wells JALK-112, JALK-117, JALK-111, and JALK-113. Wells shall be abandoned in such a manner that vent cones and associated vent piping can be placed over top of well heads.
2. Remove pumping units from each well identified above, including concrete pads, well cellars, and soil containing Hazardous Materials or that is otherwise contaminated above regulatory standards, and backfill well head areas to grade.
3. Remove rods and tubing and transport rods, tubing, and pumping units off site.

Pipelines Located in the Future Ten-Foot Easement

1. Perform the portion of the "Closure Work", as described in Exhibit "E" to the Easement Agreement between O'Donnell and Hathaway, that consists of installing temporary pipelines and closing and removing existing pipelines and associated fixtures located within the Easement Area
2. Remove soil from the Easement Area that contains Hazardous Materials or is otherwise contaminated above regulatory standards.

Hathaway Tank Farm

1. Remove the existing tank farm located along the western property boundary, identified as the Hathaway Area in Exhibit B hereof, which consists of tanks, concrete pads, the pumps and pipes located on the concrete pads, and soil containing Hazardous Materials or that is otherwise contaminated above regulatory standards.
2. Clean tanks and remove tank bottoms from tank farm tanks.
3. Remove pipelines and associated equipment (a) as shown on TRC Alton Geoscience map dated September 9, 1999 (Schedule 1) and Hathaway Company JALK Lease Pipelines map dated June 1996, and (b) identified while plugging and abandoning JALK wells JALK-112, JALK-117, JALK-111, and JALK-113, and soil containing Hazardous Materials or that is otherwise contaminated above regulatory standards.
4. Backfill to grade excavations associated with the tank farm and pipeline excavations.
5. Remove any underground storage tanks and associated equipment found as part of the tank farm or pipeline removal.
6. Perform verification soil sampling as required around the Hathaway Tank Farm.

Soil Contamination

In each instance where soil is identified as containing Hazardous Materials or is otherwise contaminated above regulatory standards, the Hathaway Work will include removal of contaminated soil emanating from the well, tank farm, pipeline, or other source that Hathaway is obligated to remove and remediate (a "Hathaway Source"), up to the point where there is no reasonable evidence of migration of contamination from the Hathaway Source. The Hathaway Work will not include responsibility for contamination that is isolated such that the contamination is not connected to a Hathaway Source by an identifiable migration of contamination. Removal of contamination must be in accordance with and satisfy the requirements of all regulatory authorities with jurisdiction.

Pipelines that have been used by Hathaway ("Hathaway Pipelines") are located at or near the surface of the Property, and pipelines that have been used by Mobil are located approximately six feet below the surface of the Property. Hathaway will remove all contaminated soil emanating from the Hathaway Pipelines. If contamination emanating from the Hathaway Pipelines is shown to have migrated to a point below the Mobil Pipelines because of an uninterrupted migration of contamination, the presumption will be that all contamination in that area has emanated from the Hathaway Pipelines, and Hathaway will remove all contaminated soil from that area.

The Hathaway Work will also include backfilling to grade any excavations from which contaminated soil is removed and compacting the soil to 95% of relative density to within 2 feet of ground surface.

Mobil will be responsible for remediation and removal of contaminated soil from the Property that is not the responsibility of Hathaway pursuant to this Work Agreement and that is required by applicable law to be remediated or removed.

Third Quarter 1994 (July-September) Monitoring Report for Land Treatment

McLaren/Hart Project No. 03.0601266.000

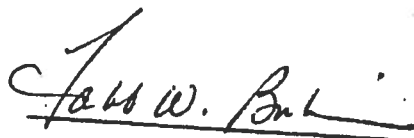
**Mobil Jalk Fee,
Santa Fe Springs, California
CRWQCB Monitoring and
Reporting Program No. 90-148-47
[File No. 90-60-47(94)]**

October 15, 1994

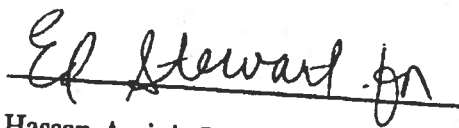
Prepared for: Mobil Exploration
10735 South Shoemaker Avenue
Santa Fe Springs, California 90670
Client City, State, and Zip

Prepared by: McLaren/Hart Environmental Engineering Corporation
16755 Von Karman Avenue
Irvine, California 92714-4918

This project was completed under the direction of a California Registered Geologist.



Tabb W. Bubier
Supervising Geoscientist



Hassan Amini, Ph.D., R.G.
Principal Geoscientist

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1.0 INTRODUCTION

This report presents the results of McLaren/Hart's third quarter 1994 (July-September) land treatment cell monitoring at the Mobil Exploration & Producing U.S., Inc. (Mobil) Jalk Fee site in Santa Fe Springs, California. This report has been prepared in accordance with the requirements set forth in California Regional Water Quality Control Board-Los Angeles Region (CRWQCB) Monitoring and Reporting Program No. 90-148-47. The scope of work for this project was presented in McLaren/Hart's remedial action plan (RAP) dated December 21, 1993, and approved by the CRWQCB.

The principal objective of the land treatment program is to reduce the concentration of total recoverable petroleum hydrocarbons (TRPH) in soil transported to the land treatment cells to below 1,000 parts per million (ppm). As presented in the RAP, the soil transported to the Jalk Fee site is derived solely from properties in the Mobil Operated Santa Fe Springs Oil Field, including the Jalk Fee, DeWenter/Jordan/Green, Baker/Humble properties and Oil Well 732-C site (Figure 1). To date, two bioremediation cells (Cell #1 [large cell] and Cell #2 [small cell]) have been constructed, surveyed, and loaded with TRPH-impacted soil, three groundwater monitoring wells have been installed and sampled, and baseline soil sampling as presented in our RAP has been completed. All soil excavation activities have been completed and soil treatment was started in early May 1994. This third quarter 1994 (July-September) report presents the bioremediation cell operation, maintenance, and monitoring results from July 1994 through September 1994. Figure 2 presents the site layout.

2.0 BASELINE SAMPLING AT BIOREMEDIATION CELL

A total of 20 baseline soil samples were obtained on March 9, 1994, from the base of the treatment cells after construction of the cells and prior to loading soil into the cells. Samples were randomly selected using a random number generating routine in a programmable calculator from the grid system presented in Figures 3 and 4. The same grid was used for soil sampling of the treatment cells during bioremediation at the Jalk Fee. The soil samples were collected using a hand auger and drive sampler at approximately one-inch below ground surface to document baseline petroleum hydrocarbon concentrations underlying the treatment cells. The soil samples were analyzed for total recoverable petroleum hydrocarbons (TRPH) by EPA Method 418.1 and benzene, toluene, xylenes, and ethylbenzene (BTXE) by EPA Method 8020. The analytical results from these soil samples will be compared with the results for soil samples obtained at the completion of treatment from the same sampling locations and depths to document that the treated soil did not impact the native soil underlying the treatment cell. Soil sampling protocols are presented in Appendix A.

Baseline sampling analytical results indicate petroleum hydrocarbons were present before soil was loaded into the cells. Most grid cells sampled in Cell #1 contained TRPH levels below 1,000 ppm with the exception of grid cell number 40 (which was non-detect). Grid cell numbers 4, 21, and 30 had petroleum hydrocarbon levels greater than 1,000 ppm (10,000 ppm, 1,100 ppm, and 4,300 ppm, respectively). The average TRPH concentration of the samples collected from Cell #1 was 1,317 ppm.

Most grid cells sampled in Cell #2 contained some amounts of petroleum hydrocarbons with the exception of grid cell number 80 (which was non-detect). All grid cells sampled in Cell #2, however, had TRPH levels less than 1,000 ppm. The highest TRPH level in Cell #2 was detected in grid cell number 57 at 800 ppm.

The average TRPH concentration of the samples collected from Cell #2 was 427 ppm. All samples from Cells #1 and #2 were also analyzed for BTXE. All samples were below the reporting limit of 10 parts per billion (ppb). Analytical results of baseline sampling are presented in Table 1. Soil sample analytical results and chain-of-custody forms are presented in Appendix B.

3.0 SOIL EXCAVATION AND CONFIRMATORY SAMPLING

Soil excavation activities were completed at the Jalk Fee, DeWenter/Jordan/Green, Baker/Humble, and Mobil Oil Well 732-C sites. The volume of soil from each location containing TRPH above 1,000 parts per million includes:

Location	Volume	Dates
Jalk Fee	720 cubic yards	March 10 and 16, 1994
DeWenter/Jordan/Green	23,000 cubic yards	March 14 and May 5, 1994
Baker/Humble	8,950 cubic yards	May 6 and June 3, 1994
Mobil Oil Well 732-C	1,600 cubic yards	May 11 and July 25, 1994

Soil excavated from the properties was loaded into end-dump trucks and transported to the bioremediation cells. To date, the soil has been spread evenly into three 18-inch lifts at cell #1 (Figure 3, large cell) and two 18-inch lifts at cell #2 (Figure 4, small cell). The estimated total volume of soil in the two cells is currently approximately 34,600 cubic yards.

As part of the excavation and confirmatory sampling program, soil samples were obtained from the base and sidewalls of the excavations at each of the properties to verify that all soil containing TRPH above 1,000 ppm was removed. All soil samples were analyzed for TRPH by EPA Method 418.1 and selected soil samples were analyzed for BTXE by EPA Method 8020. All analyses were conducted by a California EPA hazardous waste certified mobile analytical laboratory. The results of these sampling programs have been documented and reported to the RWQCB.

Prior to excavation, the properties were cleared and grubbed. All metal piping, concrete blocks, and other oversized material greater than approximately six inches in diameter were segregated from

contaminated soil and clean overburden soil both before and after transport to the Jalk Fee site. Clean overburden soil was stockpiled separately and was used to backfill the Jalk Fee and Baker/Humble properties. The DeWenter/Jordan/Green property and the Santa Fe Springs Oil Well 732C site will be backfilled with remediated soil from the two cells. The locations of the excavations were measured relative to the site boundaries using a measuring wheel and recorded in a field notebook.

4.0 GROUNDWATER MONITOR WELL SAMPLING

Three groundwater monitor wells were installed at the Jalk Fee between January 19 and 21, 1994, in accordance with the RWQCB-Los Angeles Region Waste Discharge Requirements (WDR) permit for the project (Figure 2). The wells consist of one upgradient monitor well (MMW-3) and two downgradient monitor wells (MMW-4 and MMW-5). Two wells (MMW-1 and MMW-2) not associated with the Jalk Fee site, were installed on January 19 and 20, 1994, respectively. MMW-1 is located on the Mobil DeWenter/Jordan/Green property and MMW-2 is located at the Mobil Baker/Humble property (Figure 6 and 7, respectively). Both wells were installed to determine whether past oil production activities have impacted groundwater beneath the sites. All five wells were sounded, developed, and sampled on September 16, 1994, respectively. The results from the groundwater level sounding indicated that groundwater in the aquifer underlying the property (the Exposition Aquifer) flows to the southwest at a hydraulic gradient of 0.007 feet/foot as shown in Figure 5. Table 2 provides the groundwater monitor well construction details.

5.0 GROUNDWATER ANALYTICAL RESULTS

The groundwater samples obtained from the five wells were sampled for TRPH by EPA Method 8015 modified and volatile organic compounds (VOCs) by EPA Method 624. The three wells from the Jalk Fee site were also sampled for pH by EPA Method 150.1, and total dissolved solids (TDS) by EPA Method 160.1. Tables 3 and 4 present the positive groundwater sample analytical results from the first, second, and third quarter sampling events for the Jalk Fee site.

TRPH was not detected in the three wells at the Jalk Fee site. Groundwater pH levels ranged from 6.9 to 7.1 and TDS concentrations ranged from 1,200 to 1,700 ppm. Trichloroethene (TCE) and 1,1-dichloroethene (1,1-DCE) concentrations in all three wells remained relatively unchanged from the second quarter. 1,1-DCE was detected at 3 ppm (first quarter), <5 ppm (second quarter) and <5 (third quarter), respectively. TCE decreased in each well from 24 to 12 ppb, 16 to 6 ppb, and 100 to 82 ppb, respectively from last quarter. Toluene was detected in MMW-3 only, at a concentration of 3 ppb. Tetrachloroethene (PCE) was detected in MMW-5 only, and decreased from 930 ppb from last quarter to a concentration of 830 ppb. Total xylenes were detected in MMW-3 at 6 ppb. In well MMW-5, methylene chloride was detected at 23 ppb. No other VOCs were detected.

TRPH was not detected in either of the wells at the DeWenter/Jordan/Green (MMW-1) or Baker/Humble (MMW-2) site. Groundwater pH levels were detected at 7 and 6, respectively. TDS concentrations were detected at 1,100 and 1,900 ppm, respectively. 1,1-DCE was detected in MMW-2 at a concentration of 110 ppb. TCE concentrations were detected in well MMW-1 at 11 ppb. PCE was detected in MMW-1 at 5 ppb. Vinyl chloride, 1,2-Dichloroethane, and benzene were detected in MMW-2 at concentrations of 33 ppb, 2 ppb, and 57 ppb, respectively. No other VOCs were detected in either well.

The groundwater sampling protocols are presented in Appendix A. The groundwater sample analytical results and chain-of-custody forms are presented in Appendix C.

6.0 BIOREMEDIATION CELL OPERATION AND MAINTENANCE

Operation and maintenance of the treatment cells included weekly visual inspections of the bioremediation cells, tilling (stabilization) of the soil piles and watering using a mobile water truck, and addition and mixing of nutrients. The soil was tilled weekly using an SS250 soil stabilizer. The stabilizer pulverized and thoroughly mixed the soil to promote aeration, the mixing of nutrients, and biodegradation. Nutrients were added to the soil on a weekly basis and thoroughly mixed using the soil stabilizer. Downslope storm water runoff collection trenches were inspected weekly to determine whether storm water runoff had ponded and whether breaches in the earthen berm retaining walls had occurred. During the July - September quarter, there was no evidence of surface water or breaches in the earthen berm.

A standard mixture of agricultural nutrients consisting of water-soluble ammonium sulphate ($\text{N}_2\text{H}_4(\text{SO}_4)$) and ammonium phosphate ($\text{NH}_4(\text{H}_2\text{PO}_4)$) was added weekly to each bioremediation cell. Five hundred pounds of ammonium sulphate were added weekly to the 3.17 acre Cell #1, and 250 pounds of ammonium sulphate were added weekly to the 1.30 acre Cell #2. Phosphorous levels were sufficient from the last quarter. Therefore, ammonium phosphate was not added during this quarter to either of the cells. A total of 750 pounds ammonium sulphate was added weekly for the two cells combined. The ammonium sulphate fertilizer contains 21 percent nitrogen. Based on these nitrogen percentages, a total of 105.0 pounds of nitrogen was placed in Cell #1 on a weekly basis, and 52.5 pounds of nitrogen was placed in Cell #2 on weekly basis; a total of 157.5 pounds of nitrogen were added to the two cells combined on a weekly basis.

7.0 BIOREMEDIATION CELL SAMPLING

Soil samples were collected weekly from each of the two bioremediation cells and analyzed for the constituents required in the RWQCB-Los Angeles Region WDR permit. Sample grid cell locations within Cell #1 and Cell #2 were randomly selected using a random number generating routine in a programmable calculator. One grid cell location from each bioremediation cell was analyzed every week for various "bioparameters". The "bioparameters" analysis analyzed the following: pH, ammonium nitrogen, nitrate nitrogen, orthophosphate, moisture content, hydrogen oxidizing microbial population, and total heterotrophic microbial population.

During July 7 through August 25, 1994, a total of 6 to 7 randomly selected grid cell locations from Cell #1 and 3 to 4 locations from Cell #2 were sampled every two weeks and analyzed for TRPH by EPA Method 418.1 in accordance with the WDR permit. Beginning September 1, sampling was completed for the first 18-inch layer of Cell #2, at which time, the number of sampling locations for TRPH for Cell #1 increased to 10. Two randomly selected grid cell locations from Cell #1 and Cell #2 were sampled once a month from each cell and analyzed for total organic carbon (TOC) by EPA Method 150.1. The objective of the sampling is to monitor the effectiveness of biological treatment and to identify the parameters that affect the rate of biodegradation. The sampling data is used to optimize the performance of the biological treatment at the site.

In accordance with the WDR permit, soil samples were analyzed quarterly for VOCs and semi-volatile organic compounds (SVOCs) by EPA Methods 8020 and 8270 and organic lead by EPA Method 6010/7000. The composite samples for these analyses were from four randomly selected grid cells. All laboratory analytical Quality Assurance/Quality Control protocols for the soil sampling and analyses will be completed in accordance with our RAP.

8.0 BIOREMEDIATION CELL SOIL SAMPLING ANALYTICAL RESULTS

LARGE CELL (#1)

Monitoring of TRPH, nutrient, moisture, and microbial plate counts at the large bioremediation cell was initiated on June 9, 1994. This third quarter report includes the analytical results for the soil samples collected from July 7 to September 22, 1994 (a 70 day period). The average TRPH level decreased from a high of 1,885 ppm to 618 ppm, then increased to 967 ppm. This apparent increase in TRPH levels could be attributed to the fact that one of the samples collected during the last sampling round was collected from a "TRPH hot spot" (3200 ppm TRPH). Soil pH levels varied within a narrow range of 7.3 to 8.7. Moisture levels ranged from 5.2% to 15.9%, averaging 9.14%. Total nitrogen and phosphorous levels fluctuated throughout the quarter. The cell's microbial population fluctuated throughout the period. This data indicates that an initial adjustment period was required for the microbes to metabolize the increased nutrient and moisture levels before the microorganisms could effectively begin regenerating in number and breaking down the hydrocarbons. It is also not uncommon for there to be an apparent increase in the TRPH levels due to the production of surfactants by the microorganisms.

As required for each quarterly sampling by the California Regional Water Quality Control Board, four samples were collected and composited into one sample and analyzed for EPA Methods 8020 (VOCs), 8270 (SVOCs), and 6010/7000 (CAM Metals). VOCs and SVOCs were not detected in the sample. Lead was detected at 11 ppm which is below CAM Title 22 Total Threshold Limit Concentration (TTLC) of 50 ppm and 10 times the Soluble Threshold Limit Concentrations (STLCs).

The analytical results for TRPH is presented in Table 6. The analytical results for pH, nitrogen, phosphorous, moisture content, and microorganism plate counts are presented in Table 7. Graphs of TRPH and total heterotrophic plate counts versus time, total nitrogen and orthophosphate versus time, and moisture content versus time are presented in Figures 8, 9, and 10, respectively.

SMALL CELL (#2)

Monitoring of TRPH, nutrient, moisture, and bioparameter levels of the small bioremediation cell was initiated on May 4, 1994. This third quarter report includes the analytical results for the soil samples collected from July 7 to September 22, 1994 (a 70 day period). It appears that the average TRPH levels decreased from 780 ppm to 490 ppm, but increased to 803 ppm during the last 7 days. This apparent increase in average TRPH levels is attributed to the fact that one of the samples collected during the last sampling round was collected from a previously unsampled "TRPH hot spot" (1,500 ppm TRPH). In addition, the increase in the TRPH levels can be partially attributed to the production of surfactants by the microorganisms, which the microorganisms produce to increase the solubility of the organic compounds. The pH levels ranged from 7.6 to 8.1. Moisture levels ranged from 5.8% to 11%, averaging 7.57%. Total nitrogen and phosphorous levels fluctuated throughout the 70 day period. The cell's microbial population fluctuated throughout the period.

VOCs and SVOCs were not detected in the sample. Lead was detected at 13 ppm which is below CAM Title 22 Total Threshold Limit Concentration (TTLC) of 50 ppm and 10 times the Soluble Threshold Limit Concentrations (STLCs).

The TRPH analytical results and the pH, nutrient, moisture content, and microorganism plate count analytical results are presented in Tables 8 and 9, respectively. Graphs of TRPH and total heterotrophic plate counts versus time, total nitrogen and orthophosphate versus time, and moisture content versus time are presented in Figures 11, 12, and 13, respectively.

9.0 CONCLUSIONS

Based on field observations and analytical results from the first and second quarters, the following conclusions have been made:

- (1) Suitable conditions for soil bioremediation have been achieved during the past quarter in each of the bioremediation cells. Soil pH levels are within an acceptable range for bioremediation and well developed hydrocarbon oxidizers and total heterotrophic microbial populations have been established at both bioremediation cells.
- (2) Once the microbial population became established at both of the bioremediation cells significant reductions in TRPH concentrations were achieved. All grid cells in Cell #2 have been sampled and average below 1,000 ppm. Removal of the first 18-inches of soil has been verbally approved by Manju Venkatanarayana of the California Regional Water Quality Control Board. Written approval from the RWQCB is expected in the near future.
- (3) Groundwater analytical results for the Jalk Fee site indicate that VOC concentrations have decreased since the last sampling round. The groundwater analytical results indicate that PCE contamination is migrating onto the site.
- (4) Groundwater analytical results for the Baker/Humble site indicate that 1,1-DCE, and benzene contamination is detected in the groundwater at concentrations of 110 ppb and 57 ppb, respectively.

10.0 CLOSURE

Based on the results of this investigation, the following work is recommended:

- (1) The average TRPH levels for the first lift of Cell #1 is below 1,000 ppm, although the last set of samples showed an increase from 618 ppm to 967 ppm. Confirm average TRPH levels are below 1,000 ppm and with RWQCB approval, the top 18 inches of soil will be removed and loaded into the excavation at the DeWenter/Jordan/Green property. Bioremediation treatment of the remaining lifts of soil will subsequently be initiated.
- (2) As a general rule, supplemental nutrients such as nitrogen and phosphorus are added to soil to obtain a simple ratio of carbon:nitrogen:phosphorous of 100:10:1. However, there is a great deal of potential variability in this ratio due to environmental conditions including soil moisture levels and other empirical factors. Typically, optimal rates of bioremediation can be obtained with the ratio of carbon:nitrogen ranging anywhere from about 10:1 to 10:0.3.

The total volume of soil within the biotreatment cell is estimated to be about 7,000 cubic yards or about 20,000,000 lbs. The average concentration of TRPH at the start of bioremediation was about 1,000 ppm. Therefore, the total amount of TRPH to be remediated is about 20,000 lbs, most of which is carbon. Using the optimal carbon:nitrogen:ratios of 10:1 and 10:0.0.3, the calculated total requirement for nitrogen would range from 2,000 lbs to about 700 lbs. To date, about 1,600 lbs of nitrogen have been added to the biotreatment cell. Thus, based on general guidelines, the rate at which nitrogen is added during subsequent treatment periods may be reduced as long as measured nitrogen levels do not fall below adequate levels for bioremediation to be effective. Soil moisture must be maintained at adequate levels (10-15%) in order to utilize nitrogen efficiently. In an effort to maintain adequate levels during hot Summer months, the volume of water sprayed on each cell was increased from one day of watering to two days per week. Phosphorus levels are not as critical as nitrogen and appear to be within adequate range.

- (3) Remove the top 18 inches of soil from Cell #2 and load soil into Santa Fe Spring Oil Well 732C and DeWenter/Jordan/Green excavations. Bioremediation of the remaining lift will be subsequently be initiated.

The attached figures, tables, and appendices complete this report. Should you have any questions, please contact Tabb W. Bubier at (714) 752-3204 or Hassan Amini at (714) 752-3208.

Sincerely,

Tabb W. Bubier

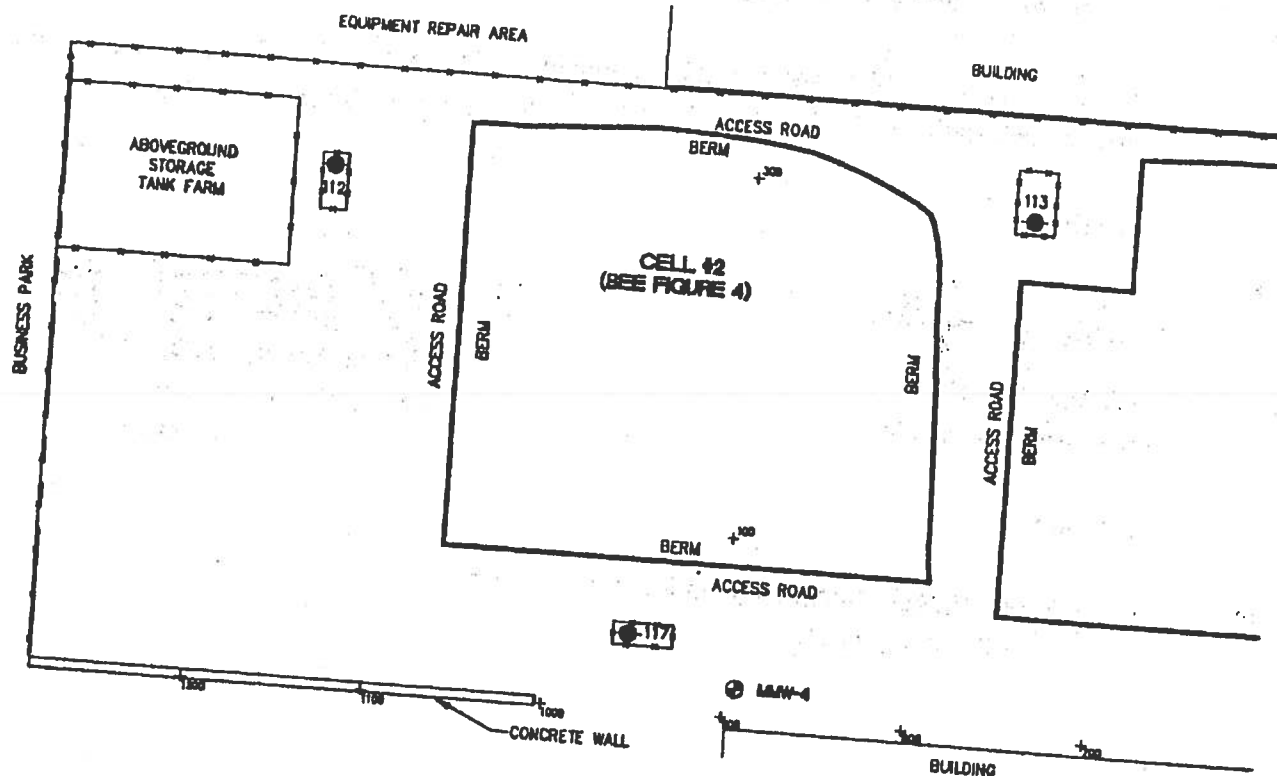
Tabb W. Bubier
Supervising Geoscientist

Ed Stewart for:


Hassan Amini, Ph.D., R.G.
Principal Geoscientist

Enclosure

cc: T.M. Walker, Mobil Exploration and Producing
J. Hill, McLaren/Hart




LEGEND


 APPROXIMATE AREA OF BIOREMEDIATION CELL (4.37 ACRES)

 **MON-4** GROUNDWATER MONITOR WELL LOCATION

NOTES: SITE MAP MODIFIED FROM LEVINE-FRICKE (1991c).
AREA ESTIMATIONS CONCERNING ACTIVE OIL WELLS AND EXISTING TANK
FARM ARE BASED ON VISUAL OBSERVATIONS
FROM LEVINE-FRICKE (1991c).

 **117** OPERATIONAL OIL WELL

 SURVEYED MEASURED INTERVALS (100 FOOT)

 CHAIN LINK FENCE

 GATE

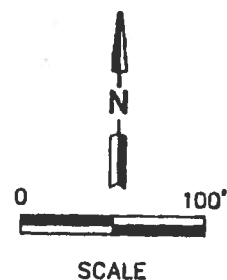
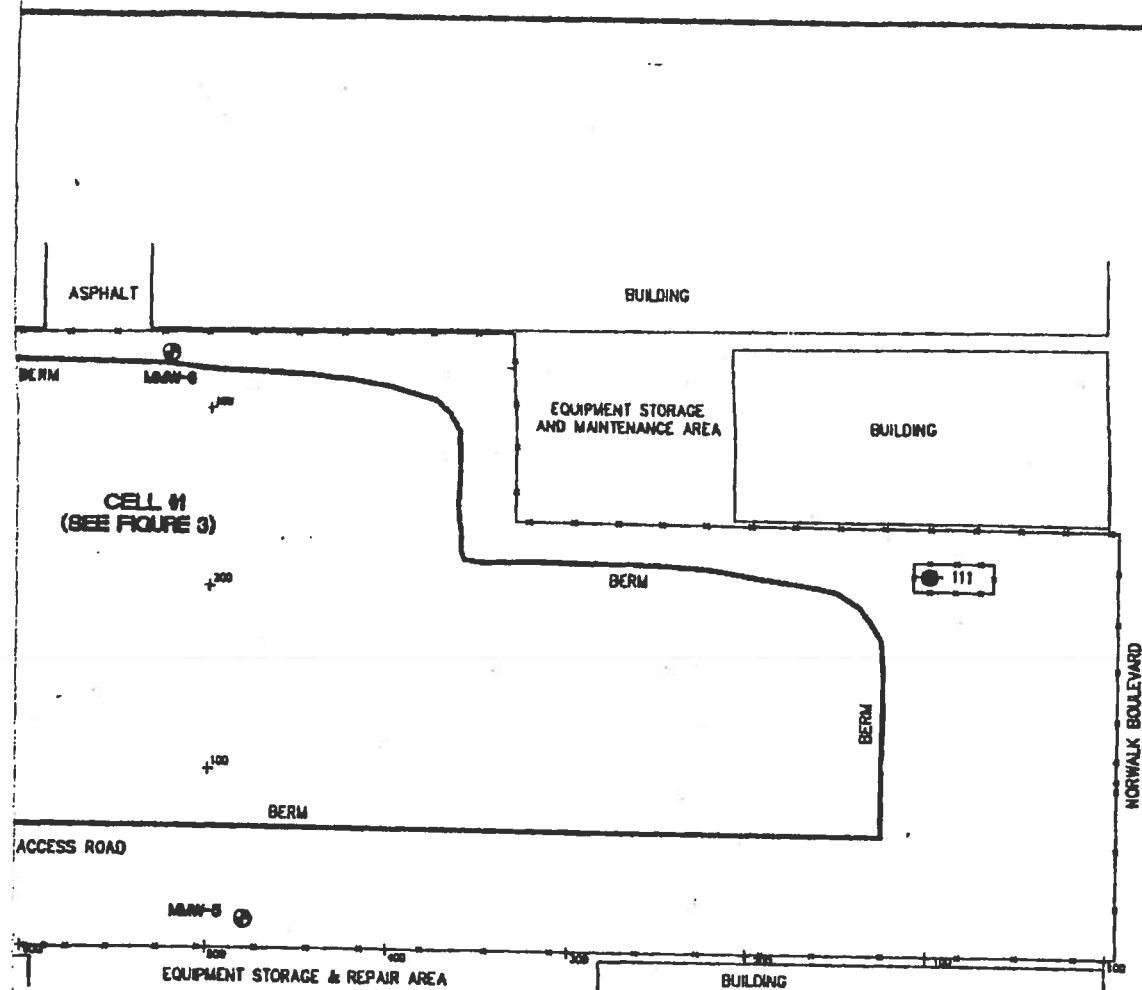
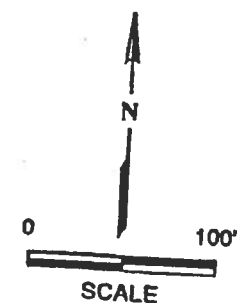


FIGURE 2
 BIOREMEDIATION TREATMENT
 CELL LOCATION
 MOBIL JALK FEE PROPERTY
 10807 NORWALK BOULEVARD
 SANTA FE SPRINGS, CA

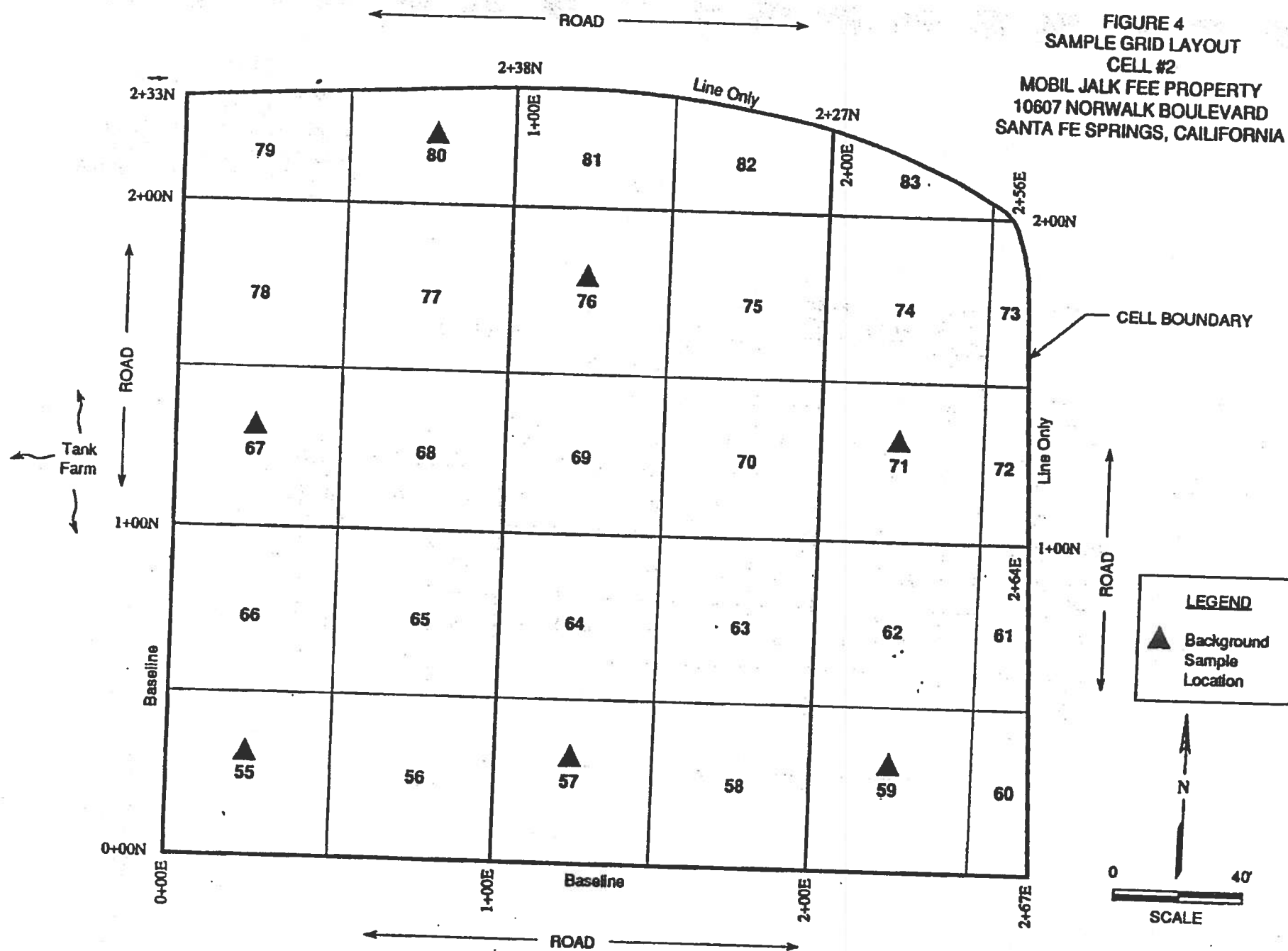
DESIGNED BY S.A./V.A.	DATE 10/8/94	DATE IN CHARGE	NAME
CHECKED BY L.E.	DATE 10/8/94	UNLESS OTHERWISE SPECIFIED	SCALE
APPROVED BY T.S.	DATE 10/8/94		
SCALE	1/8"=1'		DRAWING NUMBER 8-94_FIG:2

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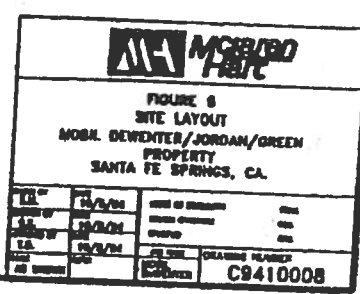
T9408057

FIGURE 4
 SAMPLE GRID LAYOUT
 CELL #2
 MOBIL JALK FEE PROPERTY
 10607 NORWALK BOULEVARD
 SANTA FE SPRINGS, CALIFORNIA



T9404037*

EMOMG 001299



BORDER FREIGHT, INC.
10700 FOREST AVENUE

PLANT STORAGE

GATE

MURRAY'S LANDSCAPE
10715 BLOOMFIELD AVENUE

CONCRETE PAD

H₂O TANK

PLANT STORAGE

FOREST AVENUE

WARD AVENUE (ABANDONED)

TO BLOOMFIELD AVENUE

CITY OF SANTA FE SPRINGS
REDEVELOPMENT AGENCY PROPERTY
N.W. CORNER OF BLOOMFIELD AND FLORENCE

SCIENTIFIC LIGHTING PRODUCTS
12507 FLORENCE

POWER BUSINESS FORMS
12505 FLORENCE

② MMW-2

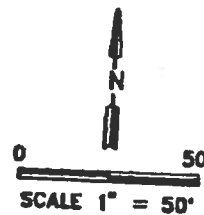
**CITY OF SANTA FE SPRINGS
REDEVELOPMENT AGENCY PROPERTY
N.W. CORNER OF BLOOMFIELD AND FLORENCE**

④ MMW-2

POWER BUSINESS FORMS
12505 FLORENCE

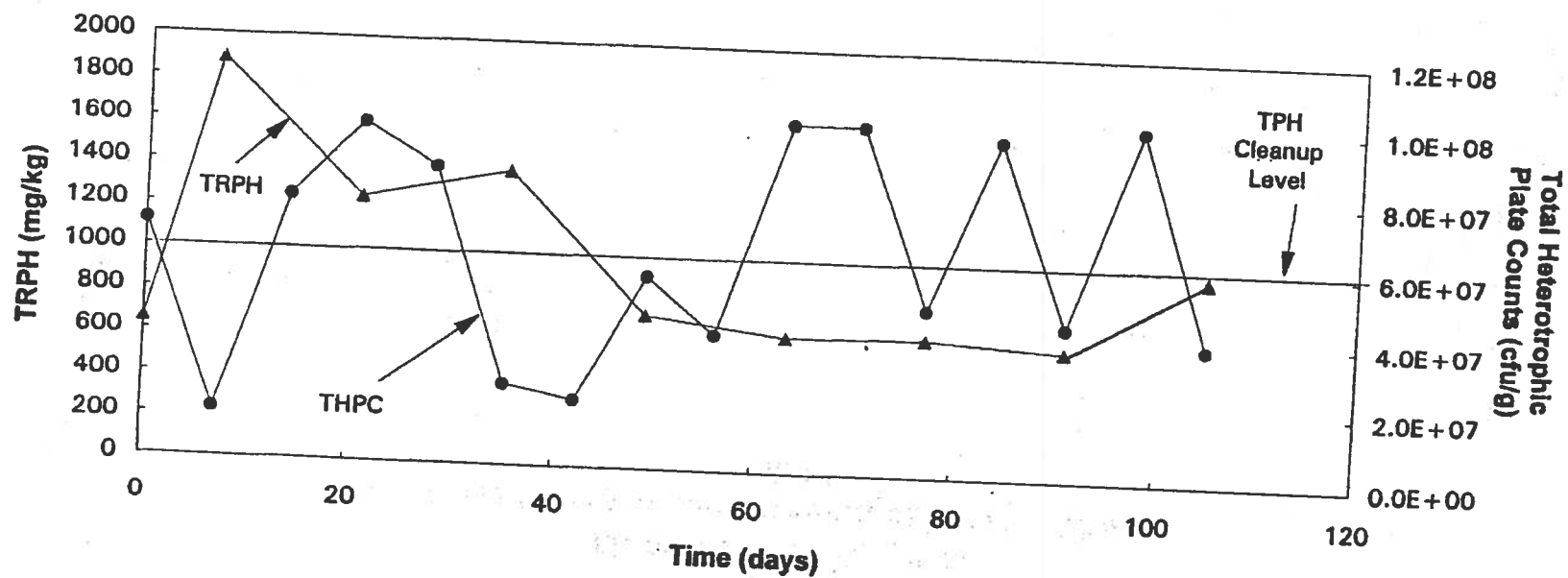
LEGEND

MMW-2
⊙ GROUNDWATER MONITOR
WELL LOCATION

[illegible]

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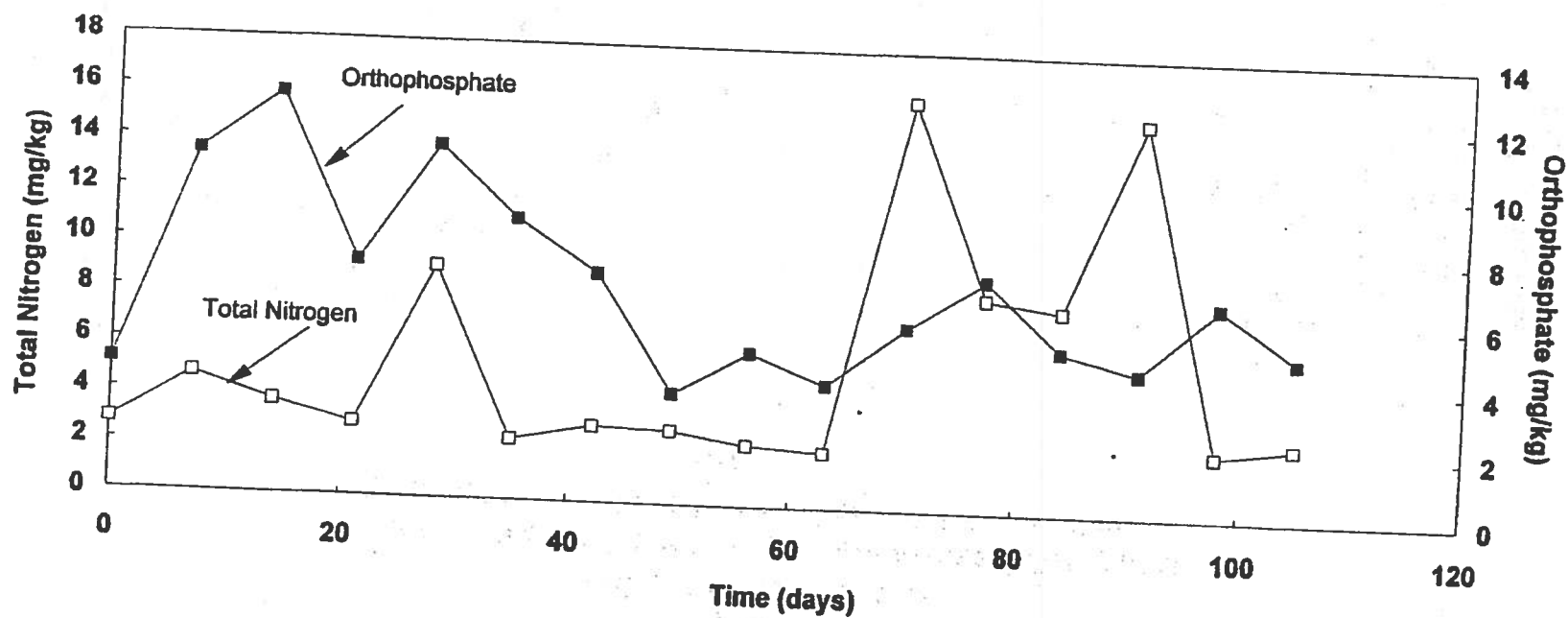
Figure 8
Mobil Jalk Fee Property
Total Recoverable Petroleum Hydrocarbon (TRPH) and
Total Heterotrophic Plate Counts (THPC) vs. Time
Cell #1



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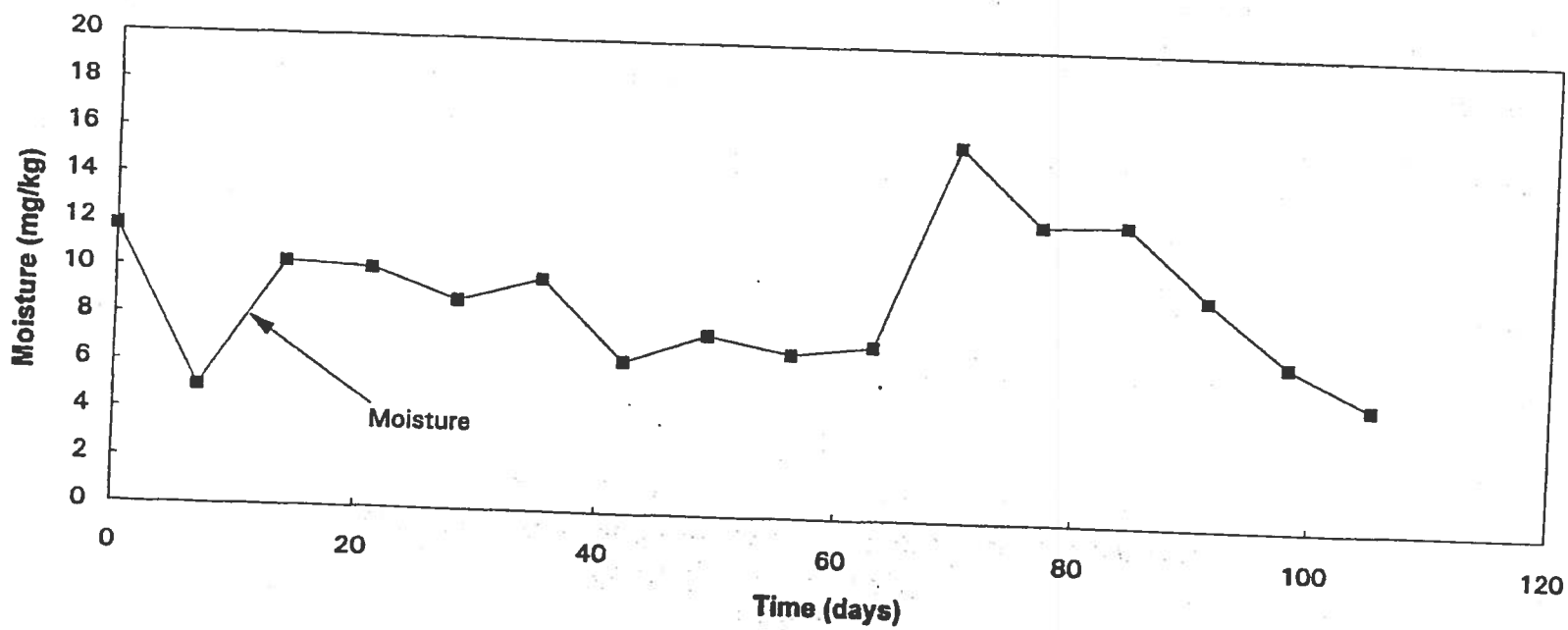
Figure 9
Mobil Jalk Fee Property
Total Nitrogen and Orthophosphate vs. Time
Cell #1



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Figure 10
Mobil Jalk Fee Property
Moisture vs. Time
Cell #1



EMOMG 001304

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Figure 11
Mobil Jalk Fee Property
Total Recoverable Petroleum Hydrocarbon (TRPH) and
Total Heterotrophic Plate Counts (THPC) vs. Time
Cell #2

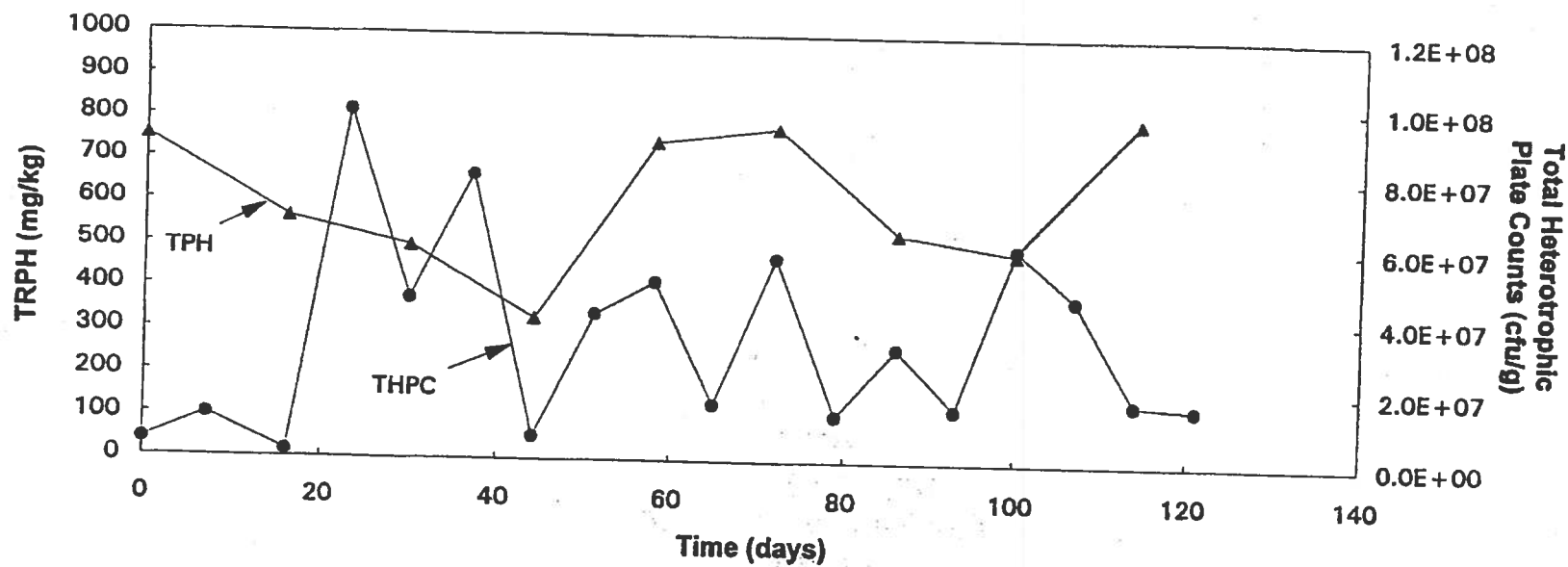


Figure 12
Mobil Jalk Fee Property
Total Nitrogen and Orthophosphate vs. Time
Cell #2

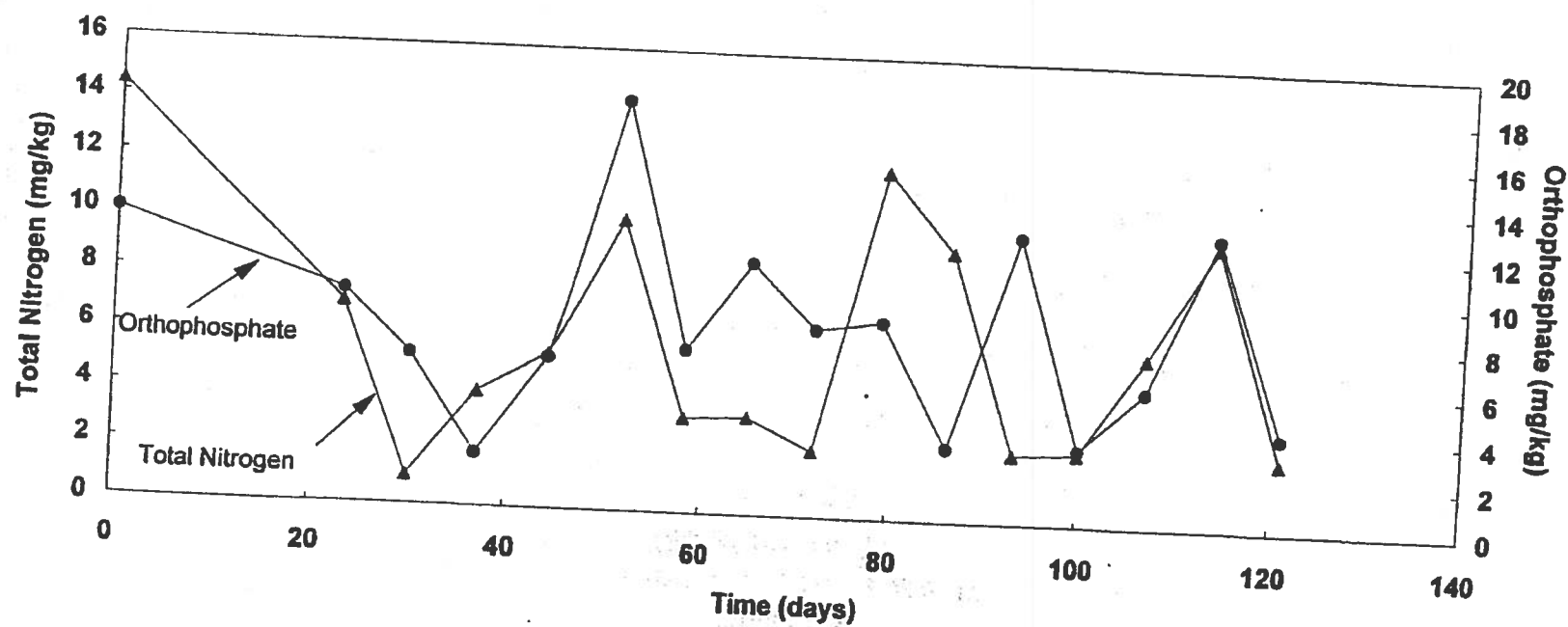
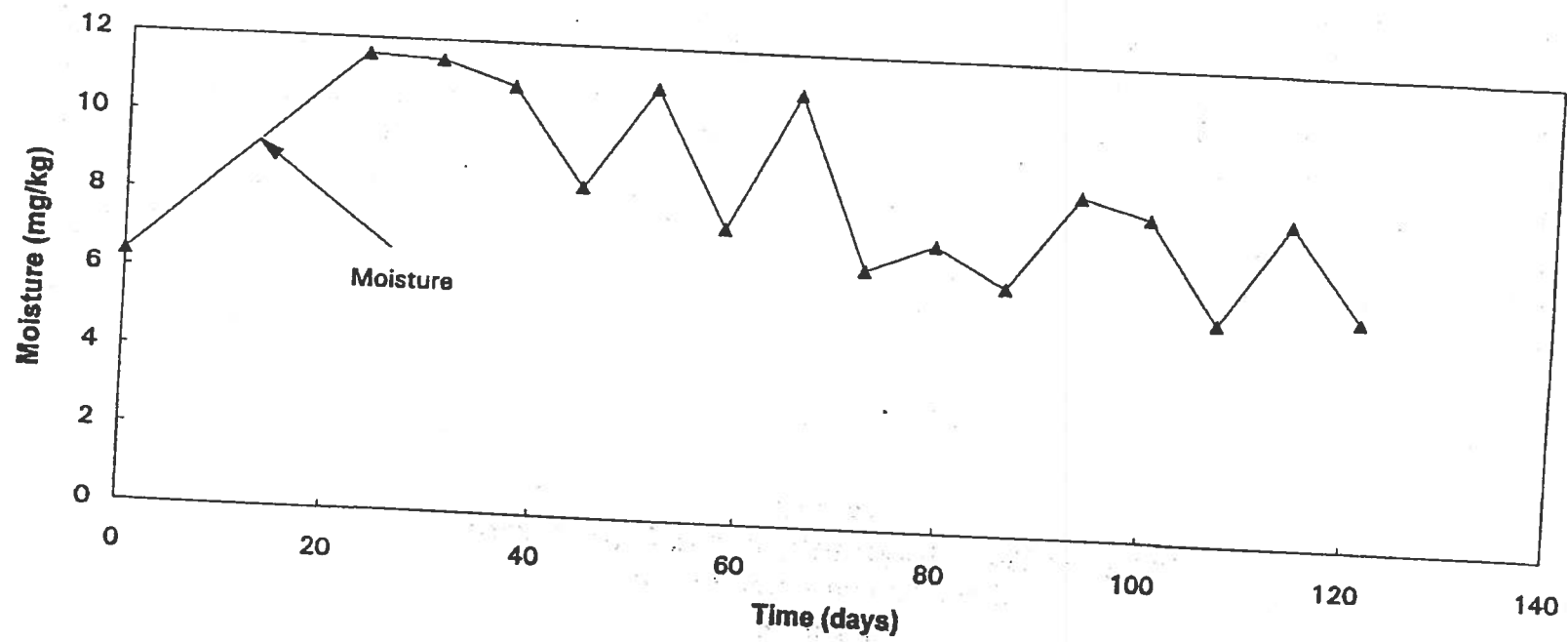


Figure 13
Mobil Jalk Fee Property
Moisture vs. Time
Cell #2



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TABLE 2
SUMMARY OF GROUNDWATER ELEVATION DATA
MOBIL DEWENTER/JORDAN/GREEN, AND BAKER/HUMBLE, AND JALK FEE,
SANTA FE SPRINGS, CALIFORNIA

Monitoring Well	Date	Screened Interval (ft. below grade)	Top of Casing Elevation (ft.)	Depth to Groundwater (ft.)	Groundwater Elevation (ft. above Mean Sea Level)
MMW-1	9/16/94	50-95	135.80	53.74	82.06
MMW-2	9/16/94	75-95	141.19	75.30	65.89
MMW-3	3/1/94	62-92	134.26	65.56	68.70
	6/22/94			63.08	71.18
	9/16/94			64.34	69.92
MMW-4	3/1/94	60-105	131.40	65.04	66.36
	6/22/94			62.73	68.67
	9/16/94			64.32	67.08
MMW-5	3/1/94	61-106	133.38	66.96	66.42
	6/22/94			64.45	68.93
	9/16/94			65.61	67.77

TABLE 1
POSITIVE BASELINE SOIL SAMPLE ANALYTICAL RESULTS
TOTAL RECOVERABLE PETROLEUM HYDROCARBONS (TRPH) IN PARTS PER MILLION (PPM)
MOBIL JALK FEE, SANTA FE SPRINGS, CALIFORNIA
MARCH 9, 1994

Cell Number	Grid Cell Designation	TRPH (EPA Method 418.1)
1	2	360
	4	10000
	6	53
	12	72
	15	850
	17	340
	21	1100
	25	170
	27	170
	30	4300
	40	<50
	43	250
	46	120
2	55	450
	57	800
	59	680
	67	460
	71	250
	76	300
	80	<50

Note: Samples were also analyzed for benzene, toluene, xylenes, and ethylbenzene (BTXE) using EPA Method 8020. All samples were below the reporting limit (10 parts per billion) for BTXE.

Table 9
Mobil Jalk Fee
Cell #2
pH, Nutrient, Moisture Content,
and Microorganism Plate Count Soil Sample Analytical Results

Date	Days	Grid Cell Designation	pH	NH4-N (mg/kg)	NO3-N (mg/kg)	Total Nitrogen (mg/kg)	Ortho-Phosphate-P (mg/kg)	Moisture Content (%)	Hydrogen Oxidizing Population (mpn/g)	Total Heterotrophic Plate Count (cfu/g)
5/4/94	0	composite: 56,63,67,72	7.9	6.1	8.3	14.4	12.5	6.4	2.20E+04	4.9E+06
5/11/94	7	69	na	na	na	na	na	na	2.30E+04	1.2E+07
5/19/94	16	55	na	na	na	na	na	na	4.90E+03	2.0E+06
5/26/94	23	60	8.4	6.5	0.5	7	9.3	11.6	1.10E+05	9.8E+07
6/2/94	30	62	7.9	0.5	0.5	1	6.6	11.5	2.20E+05	4.5E+07
6/9/94	37	65	7.8	2.3	1.7	4	2.3	10.9	1.10E+03	8.0E+07
6/16/94	44	61	7.7	4.3	1.1	5.4	6.6	8.4	1.40E+05	6.5E+06
6/23/94	51	80	8	3.3	6.8	10.1	17.8	11	4.90E+04	4.1E+07
6/30/94	58	76	7.8	2	1.3	3.3	7.1	7.5	4.90E+04	5.0E+07
7/7/94	65	74	7.8	2.9	0.5	3.4	11	11	2.40E+04	1.6E+07
7/14/94	72	56	7.6	1	1.3	2.3	8.2	6.8	1.10E+04	5.7E+07
7/21/94	79	78	8.1	4.3	7.8	12.1	8.8	7.3	7.90E+03	1.3E+07
7/28/94	86	83	7.7	5.5	3.9	9.4	3.2	6.3	3.30E+04	3.2E+07
8/4/94	93	66	7.8	1	1.4	2.4	12.5	8.7	4.90E+04	1.5E+07
8/11/94	100	58	7.9	1.1	1.4	2.6	3.3	8.2	3.50E+04	6.0E+07
8/18/94	107	68	7.9	4.1	1.8	5.9	5.9	5.6	2.40E+04	4.6E+07
8/25/94	114	59	7.7	3.8	6.1	9.9	12.7	8.2	7.90E+03	1.7E+07
9/1/94	121	75	7.9	1	1.4	2.4	4.1	5.8	4.90E+04	1.6E+07
9/8/94	128	na	na	na	na	na	na	na	na	na
9/15/94	135	na	na	na	na	na	na	na	na	na
9/22/94	142	na	na	na	na	na	na	na	na	na

na: sample not analyzed

EMOMG 001310

Table 8
Mobil Jalk Fee
Cell #2
Total Recoverable Petroleum Hydrocarbon
in parts per million

Grid Cell	4-May-94	19-May-94	2-Jun-94	16-Jun-94	30-Jun-94	14-Jul-94	28-Jul-94	11-Aug-94	25-Aug-94
55		200							
56	200								
57									
58			300			640			490
59			450						
60		390							
61			300					320	
62				320					420
63	50		350						
64			500						
65		1200							
66					480				
67	1600		1400						
68									
69					760	500			
70					1200			390	
71			50						1500
72	460			150					
73			580						
74		720					99		
75									
76									
77	210				540	1200		760	
78				50					
79			800						
80			240						
81		300							
82	2000								
83				800			970		
Average	753	562	497	330	745	780	530		
							533	490	803

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Table 7
Mobil Jalk Fee
Cell #1

pH, Nutrient, Moisture Content,
and Microorganism Plate Count Soil Sample Analytical Results

Date	Days	Grid Cell Designation	pH	NH4-N (mg/kg)	NO3-N (mg/kg)	Total Nitrogen (mg/kg)	Ortho-Phosphate-P (mg/kg)	Moisture Content (%)	Hydrocarbon Oxidizing Population (mpn/g)	Total Heterotrophic Plate Count (cfu/g)
6/9/94	0	11	7.8	1.5	1.3	2.8	4	11.7	3.30E+03	6.7E+07
6/16/94	7	1	6.8	3.3	1.4	4.7	10.5	5	2.20E+05	1.4E+07
6/23/94	14	32	7.9	2	1.7	3.7	12.3	10.3	1.70E+04	7.5E+07
6/30/94	21	43	7.8	1.7	1.2	2.9	7.2	10.1	3.30E+04	9.6E+07
7/7/94	28	15	7.6	5.2	3.9	9.1	10.8	8.8	4.90E+04	8.4E+07
7/14/94	35	24	7.8	1.3	1.1	2.4	8.6	9.8	2.20E+04	2.3E+07
7/21/94	42	19	8.7	1.3	1.7	3	7	6.4	1.70E+04	1.9E+07
7/28/94	49	49	8.2	1.6	1.3	2.9	3.4	7.6	3.30E+04	5.5E+07
8/4/94	56	5	7.9	1.3	1.1	2.4	4.7	6.9	7.00E+03	3.9E+07
8/11/94	63	53	7.9	1	1.2	2.2	3.8	7.3	2.80E+04	9.9E+07
8/18/94	70	10	7.8	9.7	6.4	16.1	5.6	15.9	1.10E+05	9.9E+07
8/25/94	77	28	7.4	4.3	4.1	8.4	7.1	12.6	3.30E+04	4.8E+07
9/1/94	84	36	8.1	2.8	5.2	8	5	12.7	1.30E+05	9.6E+07
9/8/94	91	31	8.3	5.1	10.4	15.5	4.4	9.6	3.30E+04	4.4E+07
9/15/94	98	2	7.8	1.1	1.4	2.5	6.5	6.9	4.90E+04	1.0E+08
9/22/94	105	17	7.3	1.7	1.2	2.9	4.9	5.2	1.30E+03	3.9E+07

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Table 6
Mobil Jalk Fee
Cell #1
Total Recoverable Petroleum Hydrocarbon
in parts per million

Grid Cell Designation	9-Jun-94	16-Jun-94	30-Jun-94	14-Jul-94	28-Jul-94	11-Aug-94	25-Aug-94	8-Sep-94	22-Sep-94
30									
31					270				
32		680						740	
33									
34				1600				660	
35			1500						
36									
37				940			530		
38									
39								380	
40		4100			140				
41									2100
42	57						340		
43			990						1100
44				2100					
45	600								840
46									650
47								800	
48			190			930			
49									
50		2900			700				
51		1100							
52	110								310
53								50	
54						530			
Average	656	1885	1247	1387	500				
					732	649	659	618	967

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Table 6
Mobil Jalk Fee
Cell #1
Total Recoverable Petroleum Hydrocarbon
in parts per million

Grid Cell Desig- nation	9-Jun-94	16-Jun-94	30-Jun-94	14-Jul-94	28-Jul-94	11-Aug-94	25-Aug-94	8-Sep-94	22-Sep-94
1		530							
2			1800						180
3						360			
4				1600					
5							1000		
6	1200								
7			1600						89
8						680			
9				1800					
10								560	
11	1200							270	
12		2000							
13			1400						3200
14							550		
15	1200							630	
16						450			
17	120								570
18					560				
19	260							890	
20	1500						1700		
21						1100			
22					52				
23							340		
24	310			800					
25								1200	
26					2900				
27				870					630
28							150		
29						490			

EMOMG 001314

TABLE 5
POSITIVE WATER SAMPLE ANALYTICAL RESULTS
CALIFORNIA ASSESSMENT MANUAL (CAM) TITLE 22 METALS
IN PARTS PER BILLION (PPB)
MOBIL JALK FEE, SANTA FE SPRINGS, CALIFORNIA

Monitoring Well	Date	CAM Title 22 Metals: Total Threshold Limit Concentration (TTLC) ^{1,2}			
		Barium	Chromium	Selenium	Zinc
MMW -3	3/1/94	100	11	7	89
	6/22/94	NA ³	NA	NA	NA
MMW-4	3/1/94	120	11	0.4	56
	6/22/94	NA	NA	NA	NA
MMW-5	3/1/94	58	<10	<5	<20
	6/22/94	NA	NA	NA	NA
CAM Title 22 TTLC	-	1,000	2,500	100	5,000

¹ All detected metals were detected at concentrations below CAM Title 22 Total Threshold Limit Concentrations (TTLCs) and 10 times Soluble Threshold Limit Concentrations (STLCs).

² All other CAM metals were below laboratory detection limits in all groundwater samples.

³ Not Analyzed

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TABLE 4
POSITIVE GROUNDWATER SAMPLE ANALYTICAL RESULTS
IN GROUNDWATER MONITORING WELLS MMW-1 THROUGH MMW-5
***VOLATILE ORGANIC COMPOUNDS (VOCs) AND SEMI-VOLATILE ORGANIC COMPOUNDS (SVOCs)**
IN PARTS PER BILLION (PPB)
MOBIL DEWENTER/JORDAN/GREEN, BAKER/HUMBLE, AND JALK FEE,
SANTA FE SPRINGS, CALIFORNIA

Monitoring Well	Date	VOCs (EPA Method 624) ¹						SVOCs (EPA Method 625)		
		1,1-DCE	TCE	Toluene	PCE	Ethyl- benzene	Total Xylenes	2-Methyl- naphthalene	Dimethyl- phthalate	Bis(2- Ethylhexyl) phthalate
MMW-1	9/16/94	<5	11	<5	5	<5	<5	NA ²	NA	NA
MMW-2 ³	9/16/94	110	<5	<5	<5	<5	<5	NA	NA	NA
MMW-3	3/1/94	10	25	13	5	26	101	320	<10	11
	6/22/94	8	24	<5	<5	<5	<5	NA	NA	NA
	9/16/94	3	12	3	<5	<5	6	NA	NA	NA
MMW-4	3/1/94	<5	18	<5	<5	10	38	<20	100	<20
	6/22/94	<5	16	<5	<5	<5	<5	NA	NA	NA
	9/16/94	<5	6	<5	<5	<5	<5	NA	NA	NA
MMW-5 ⁴	3/1/94	<5	60	<10	330	11	28	<10	80	<10
	6/22/94	<50	100	<50	930	<50	<50	NA	NA	NA
	9/16/94	<5	82	<5	830	<5	<5	NA	NA	NA

¹ 1,1 DCE = 1,1 Dichloroethene; TCE = Trichloroethene; PCE = Tetrachloroethene.

² Not Analyzed

³ Vinyl Chloride = 33 ppb; 1,2-Dichloroethane = 2 ppb; Benzene = 57 ppb.

⁴ Methylene Chloride = 23 ppb

TABLE 3
POSITIVE GROUNDWATER SAMPLE ANALYTICAL RESULTS
IN GROUNDWATER MONITORING WELLS MMW-1 THROUGH MMW-5
TOTAL PETROLEUM HYDROCARBONS (TPH), pH, AND TOTAL DISSOLVED SOLIDS (TDS)
IN PARTS PER MILLION (PPM)
MOBIL DEWENTER/JORDAN/GREEN, AND BAKER/HUMBLE, AND JALK FEE,
SANTA FE SPRINGS, CALIFORNIA

Monitoring Well	Date	Total Petroleum Hydrocarbon (EPA Method 8015M)	pH (EPA Method 150.1)	Total Dissolved Solids (EPA Method 160.1)
MMW-1	9/16/94	<0.5	7	1,100
MMW-2	9/16/94	<0.5	6.8	1,900
MMW-3	9/16/94	<0.5	7.1	1,700
MMW-4	9/16/94	<0.5	6.9	1,700
MMW-5	9/16/94	<0.5	6.9	1,200

W

317